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Appendix F to Exhibit 2 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 3 –Subaward Conditions and Statement of Work for Project Area BSD-006

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$7,304,507.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$7,304,507.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$7,304,507.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 3 - Specific Award Conditions for Project Area BSD-006.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[43.65%]; [$5,657,593.00]
Total Project Cost = (subaward funds + match)	$12,962,100.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$7,304,507.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area BSD-006 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 3**. The Project Area is depicted in the map in **Appendix A of this Exhibit 3**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 3**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $5,657,593.00, which is 43.65% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 43.65% for a total match of $5,657,593.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 3** in the area depicted in **Appendix A of this Exhibit 3**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 3**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 3 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 3;
- Appendix A to this Exhibit 3 – Map of Project Area BSD-006;
- Appendix C to this Exhibit 3 – Budget for Project Area BSD-006;
- Appendix E to this Exhibit 3 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area BSD-006;
- Appendix F to this Exhibit 3 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 3 – Project Area
- Paragraph 5.B(2) of Exhibit 3 – Project Locations
- Paragraph 5.B(3) of Exhibit 3 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 3 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 3 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 3 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 3 – Access to Service
- Paragraph 5.B(5)e of Exhibit 3 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 3 – Wholesale Rate

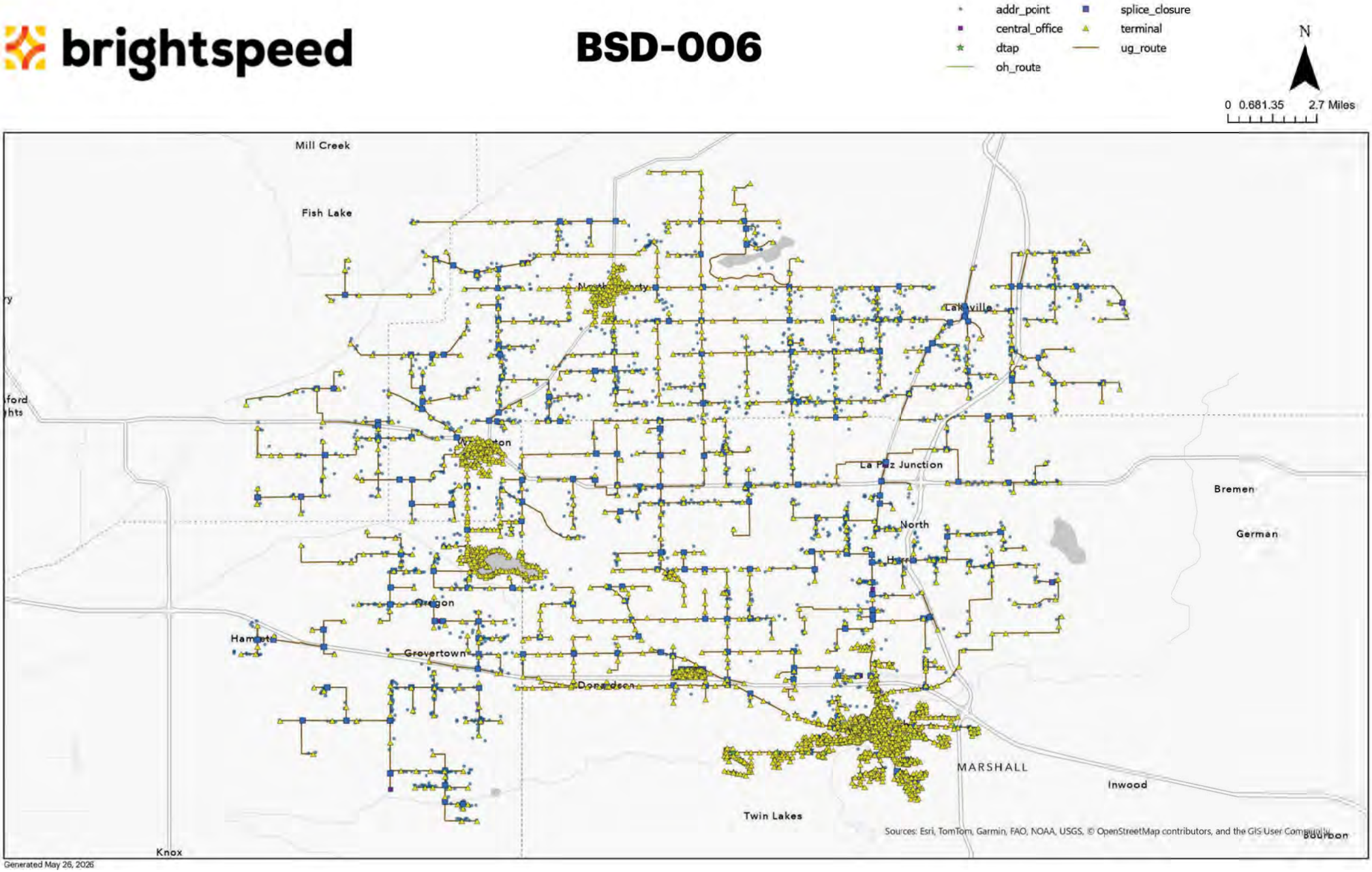
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Appendix A to Exhibit 3 – Map of Project Area BSD-006

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brightspeed

BSD-006



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Appendix B to Exhibit 3 – List of Locations in Project Area BSD-006

Brightspeed BSD-006 Location List

2,249 locations

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Appendix C to Exhibit 3 – Budget for Project Area BSD-006

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Permitting Costs	Permitting Costs	Professional Services	$706,847.00	$475,707.00	$231,140.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$2,578,914.00	$1,735,606.00	$843,308.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$35,827.00	$24,109.00	$11,718.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$834,482.00	$561,605.00	$272,877.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$765,510.00	$515,187.00	$250,323.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$81,244.00	$54,674.00	$26,570.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$9,612.00	$6,469.00	$3,143.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$145,390.00	$97,847.00	$47,543.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$44,973.00	$30,265.00	$14,708.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$315,972.00	$212,635.00	$103,337.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$1,433,724.00	$0.00	$1,433,724.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$115,729.00	$77,886.00	$37,843.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$361,500.00	$243,273.00	$118,227.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$45,045.00	$30,313.00	$14,732.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$745,607.00	$501,793.00	$243,814.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$2,938,456.00	$1,977,577.00	$960,879.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$168,000.00	$113,064.00	$54,936.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$89,991.00	$60,560.00	$29,431.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$870,693.00	$585,937.00	$284,756.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$674,584.00	$0.00	$674,584.00

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Appendix D to Exhibit 3 – Disbursement Schedule for Project Area BSD-006

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 3 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area BSD-006

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 3 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 4 –Subaward Conditions and Statement of Work for Project Area BSD-005

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$1,119,530.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$1,119,530.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$1,119,530.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 4 - Specific Award Conditions for Project Area BSD-005.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[49.21%]; [$1,084,746.00]
Total Project Cost = (subaward funds + match)	$2,204,276.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$1,119,530.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area BSD-005 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 4**. The Project Area is depicted in the map in **Appendix A of this Exhibit 4**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 4**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $1,084,746.00, which is 49.21% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 49.21% for a total match of $1,084,746.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 4** in the area depicted in **Appendix A of this Exhibit 4**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 4**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 4 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 4;
- Appendix A to this Exhibit 4 – Map of Project Area BSD-005;
- Appendix C to this Exhibit 4 – Budget for Project Area BSD-005;
- Appendix E to this Exhibit 4 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area BSD-005;
- Appendix F to this Exhibit 4 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 4 – Project Area
- Paragraph 5.B(2) of Exhibit 4 – Project Locations
- Paragraph 5.B(3) of Exhibit 4 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 4 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 4 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 4 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 4 – Access to Service
- Paragraph 5.B(5)e of Exhibit 4 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 4 – Wholesale Rate

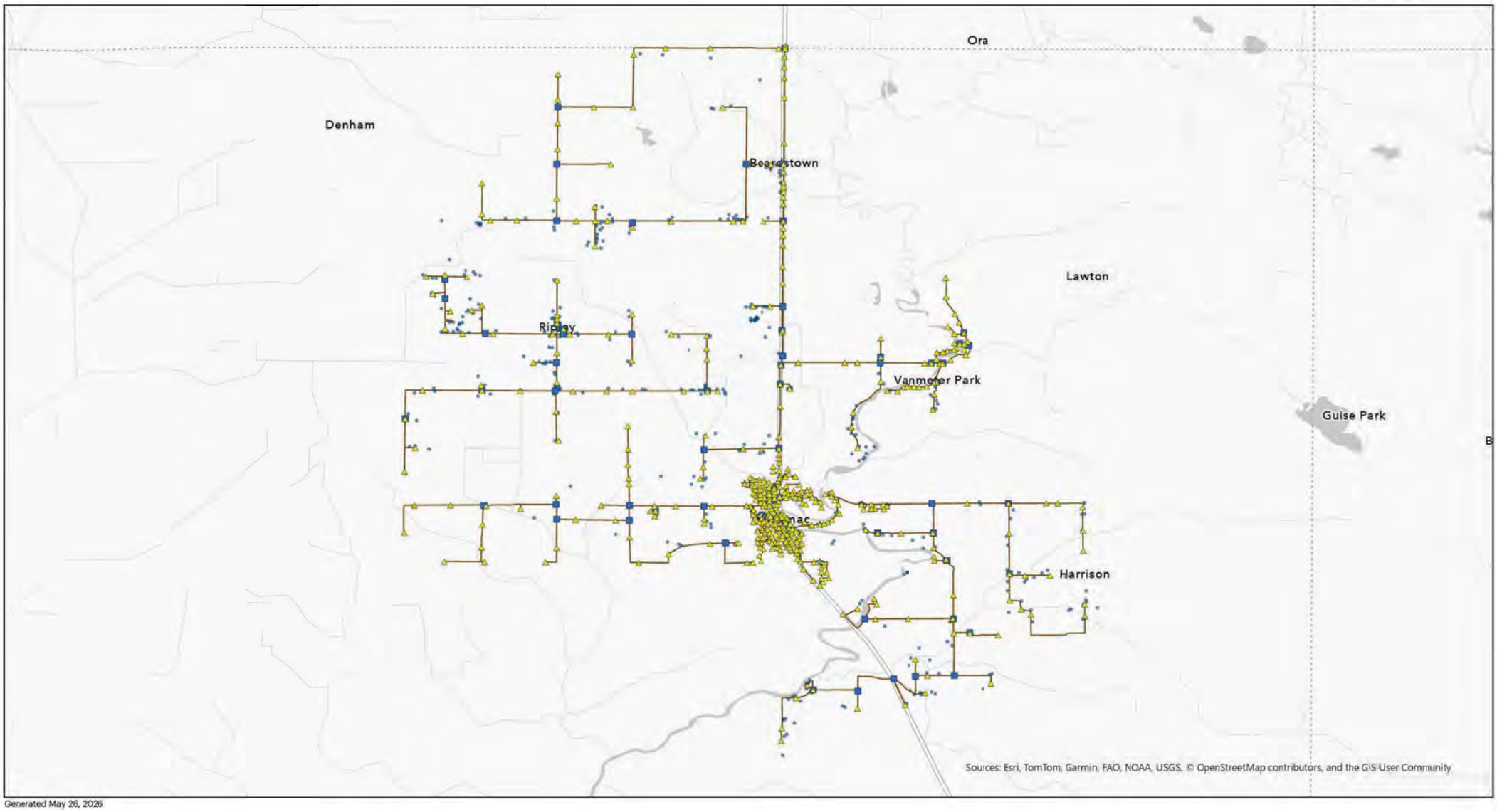
Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Appendix A to Exhibit 4 – Map of Project Area BSD-005

Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

brightspeed

BSD-005



Generated May 26, 2026

Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Appendix B to Exhibit 4 – List of Locations in Project Area BSD-005

Brightspeed BSD-005 Location List

374 locations

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Appendix C to Exhibit 4 – Budget for Project Area BSD-005

Brightspeed BSD-005 Location List

374 locations

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Appendix D to Exhibit 4 – Disbursement Schedule for Project Area BSD-005

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 4 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area BSD-005

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 4 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 5 –Subaward Conditions and Statement of Work for Project Area BSD-002

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$1,159,716.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$1,159,716.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$1,159,716.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 5 - Specific Award Conditions for Project Area BSD-002.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[45.98%]; [$987,199.00]
Total Project Cost = (subaward funds + match)	$2,146,915.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$1,159,716.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area BSD-002 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 5**. The Project Area is depicted in the map in **Appendix A of this Exhibit 5**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 5**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $987,199.00, which is 45.98% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 45.98% for a total match of $987,199.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 5** in the area depicted in **Appendix A of this Exhibit 5**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 5**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 5 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 5;
- Appendix A to this Exhibit 5 – Map of Project Area BSD-002;
- Appendix C to this Exhibit 5 – Budget for Project Area BSD-002;
- Appendix E to this Exhibit 5 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area BSD-002;
- Appendix F to this Exhibit 5 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 5 – Project Area
- Paragraph 5.B(2) of Exhibit 5 – Project Locations
- Paragraph 5.B(3) of Exhibit 5 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 5 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 5 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 5 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 5 – Access to Service
- Paragraph 5.B(5)e of Exhibit 5 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 5 – Wholesale Rate

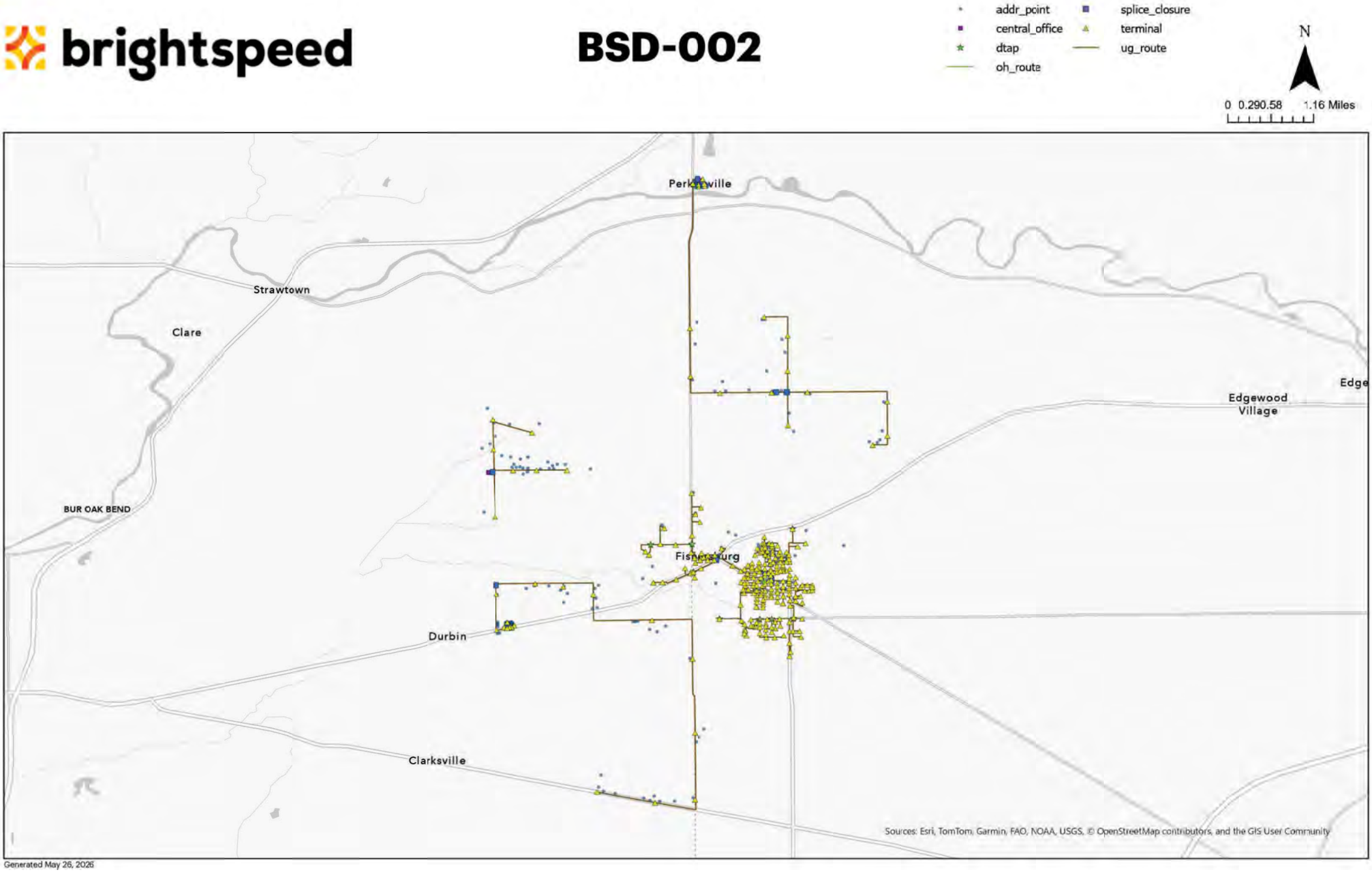
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Appendix A to Exhibit 5 – Map of Project Area BSD-002

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BSD-002



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Appendix B to Exhibit 5 – List of Locations in Project Area BSD-002

Brigthspeed BSD-002 Location List

226 locations

ID	Location ID	Is CAI	Technology	Upload	Download
15f2ac0d79a76eb4a44c91e8bdc8d52b	1096413781	No	Fiber	2000	2000
72aa961b845d6c25cf1a6b0c253ec55e	1313737385	No	Fiber	2000	2000
c4e00fd3607088a50282d788fe3f285e	1096419869	No	Fiber	2000	2000
96f21f4bfc3d56275d3fe7bb47570620	1096419843	No	Fiber	2000	2000
a25ce04fe452e8752bbd6ec3f70698f3	1313737762	No	Fiber	2000	2000
f094f3e554a9511daab9bfa40d9f19af	1096412037	No	Fiber	2000	2000
a86dc3d5ca6392f518bd5e3c5a24fb90	1313734246	No	Fiber	2000	2000
f2a175fe27407c1becd3bbe181607922	1313746463	No	Fiber	2000	2000
8ded2ea28cd5a485032b46c1dad90b98	1096413815	No	Fiber	2000	2000
1097b044b3503adc8b65f379e9652c92	1313746467	No	Fiber	2000	2000
7adb456bb1864795a32ae4bb97e1b90c	1313730576	No	Fiber	2000	2000
9d55397ad9d6af176f148a248e3bc135	1096413799	No	Fiber	2000	2000
24b59be9d63d0fc0f23393dc34ceca20	1313737392	No	Fiber	2000	2000
fae176a6d8608f7265775c9f604fee5c	1313732404	No	Fiber	2000	2000
7a1ab731182653d7e6aa1c7a1cfcf8c8	1313734727	No	Fiber	2000	2000
6cd7195a0307603ce708c7683d61fe76	1096413802	No	Fiber	2000	2000
bb5e510bd3e1826185ca31685e374a04	1096419817	No	Fiber	2000	2000
a335d7a879cb68f44bad18fefd4b77da	1096419874	No	Fiber	2000	2000
d72dcf2e8eff5da2ea4ef42b162701fb	1096419841	No	Fiber	2000	2000
e7d4139137c88fc3809f881457afbf0e	1313735591	No	Fiber	2000	2000
7016f0574ea179f21af9284c7937b394	1313735592	No	Fiber	2000	2000
de075829696cc7fb8975e3ac740d65d1	1096419862	No	Fiber	2000	2000
c8eb31d0bb9f548378a7868fa3408cc8	1313734470	No	Fiber	2000	2000
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Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Appendix C to Exhibit 5 – Budget for Project Area BSD-002

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$28,500.00	$18,005.00	$10,495.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$1,620.00	$1,023.00	$597.00
Permitting Costs	Permitting Costs	Professional Services	$119,549.00	$75,527.00	$44,022.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$141,136.00	$89,164.00	$51,972.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$126,105.00	$79,668.00	$46,437.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$496,984.00	$313,976.00	$183,008.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$436,176.00	$275,560.00	$160,616.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$129,485.00	$81,804.00	$47,681.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$24,388.00	$15,407.00	$8,981.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$211,636.00	$0.00	$211,636.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$7,605.00	$4,802.00	$2,803.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$13,897.00	$8,776.00	$5,121.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$7,627.00	$4,816.00	$2,811.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$53,440.00	$33,747.00	$19,693.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$15,147.00	$9,565.00	$5,582.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$19,674.00	$12,430.00	$7,244.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$61,500.00	$38,836.00	$22,664.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$147,261.00	$92,993.00	$54,268.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$99,456.00	$0.00	$99,456.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$5,729.00	$3,617.00	$2,112.00

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Appendix D to Exhibit 5 – Disbursement Schedule for Project Area BSD-002

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 5 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area BSD-002

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 5 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 6 –Subaward Conditions and Statement of Work for Project Area BSD-001

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$41,695.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$41,695.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$41,695.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 6 - Specific Award Conditions for Project Area BSD-001.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[89.64%]; [$360,688.00]
Total Project Cost = (subaward funds + match)	$402,383.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$41,695.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area BSD-001 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 6**. The Project Area is depicted in the map in **Appendix A of this Exhibit 6**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 6**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $360,688.00, which is 89.64% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 89.64% for a total match of $360,688.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 6** in the area depicted in **Appendix A of this Exhibit 6**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 6**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 6 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 6;
- Appendix A to this Exhibit 6 – Map of Project Area BSD-001;
- Appendix C to this Exhibit 6 – Budget for Project Area BSD-001;
- Appendix E to this Exhibit 6 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area BSD-001;
- Appendix F to this Exhibit 6 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 6 – Project Area
- Paragraph 5.B(2) of Exhibit 6 – Project Locations
- Paragraph 5.B(3) of Exhibit 6 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 6 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 6 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 6 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 6 – Access to Service
- Paragraph 5.B(5)e of Exhibit 6 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 6 – Wholesale Rate

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Appendix A to Exhibit 6 – Map of Project Area BSD-001

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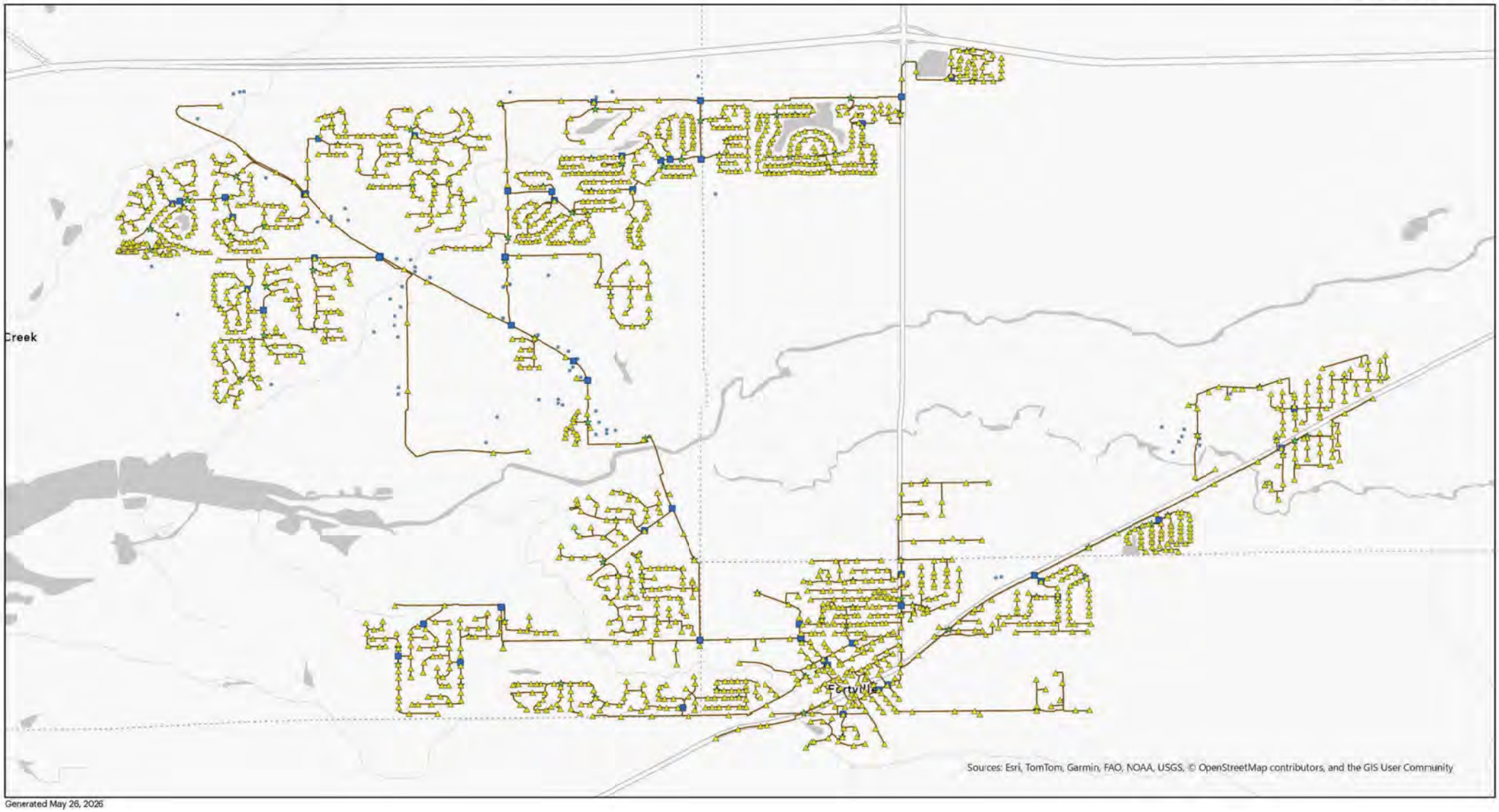
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BSD-001

addr_point
central_office
dtap
oh_route
splice_closure
terminal
ug_route

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0 0.150.31 0.62 Miles



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Appendix B to Exhibit 6 – List of Locations in Project Area BSD-001

Brightspeed BSD-001 Location List

65 locations

ID	Location ID	Is CAI	Technology	Upload	Download
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Appendix C to Exhibit 6 – Budget for Project Area BSD-001

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$81,342.00	$9,907.00	$71,435.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$24,130.00	$2,939.00	$21,191.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$5,250.00	$639.00	$4,611.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$300.00	$37.00	$263.00
Permitting Costs	Permitting Costs	Professional Services	$22,296.00	$2,715.00	$19,581.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$26,322.00	$3,206.00	$23,116.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$23,518.00	$2,864.00	$20,654.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$92,688.00	$11,288.00	$81,400.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$2,138.00	$261.00	$1,877.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$1,315.00	$160.00	$1,155.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$2,970.00	$362.00	$2,608.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$9,968.00	$1,215.00	$8,753.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$4,690.00	$571.00	$4,119.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$40,820.00	$0.00	$40,820.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$3,617.00	$441.00	$3,176.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$12,000.00	$1,462.00	$10,538.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$1,440.00	$175.00	$1,265.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$27,464.00	$3,346.00	$24,118.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$19,240.00	$0.00	$19,240.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$875.00	$107.00	$768.00

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Appendix D to Exhibit 6 – Disbursement Schedule for Project Area BSD-001

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 6 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area BSD-001

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 6 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 7 –Subaward Conditions and Statement of Work for Project Area IBO-1275

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$350,203.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$350,203.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$350,203.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 7 - Specific Award Conditions for Project Area IBO-1275.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[83.21%]; [$1,735,593.00]
Total Project Cost = (subaward funds + match)	$2,085,796.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$350,203.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-1275 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 7**. The Project Area is depicted in the map in **Appendix A of this Exhibit 7**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 7**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $1,735,593.00, which is 83.21% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 83.21% for a total match of $1,735,593.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 7** in the area depicted in **Appendix A of this Exhibit 7**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 7**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 7 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 7;
- Appendix A to this Exhibit 7 – Map of Project Area IBO-1275;
- Appendix C to this Exhibit 7 – Budget for Project Area IBO-1275;
- Appendix E to this Exhibit 7 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1275;
- Appendix F to this Exhibit 7 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 7 – Project Area
- Paragraph 5.B(2) of Exhibit 7 – Project Locations
- Paragraph 5.B(3) of Exhibit 7 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 7 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 7 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 7 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 7 – Access to Service
- Paragraph 5.B(5)e of Exhibit 7 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 7 – Wholesale Rate

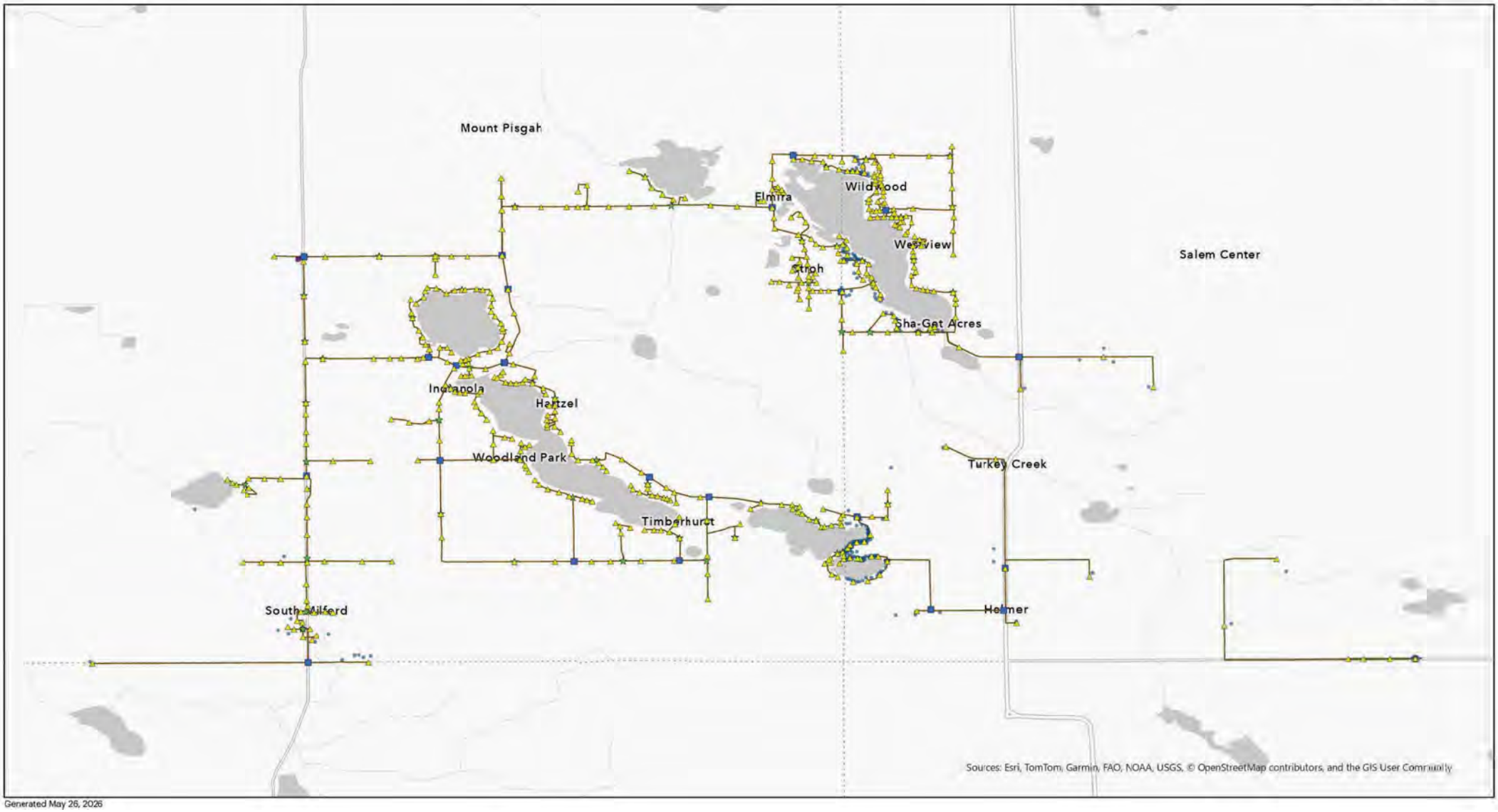
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Appendix A to Exhibit 7 – Map of Project Area IBO-1275

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IBO-1275



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Appendix B to Exhibit 7 – List of Locations in Project Area IBO-1275

Brightspeed IBO-1275 Location List

209 locations

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Appendix C to Exhibit 7 – Budget for Project Area IBO-1275

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
OLT Installation labor	Installation of OLT in the central office	Construction Services	$1,680.00	$311.00	$1,369.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$15,741.00	$2,913.00	$12,828.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$151,841.00	$28,103.00	$123,738.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$55,104.00	$10,199.00	$44,905.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$130,027.00	$24,058.00	$105,969.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$61,864.00	$0.00	$61,864.00
Permitting Costs	Permitting Costs	Professional Services	$123,268.00	$22,807.00	$100,461.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$145,526.00	$26,925.00	$118,601.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$6,326.00	$1,171.00	$5,155.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$29,250.00	$5,412.00	$23,838.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$449,748.00	$83,212.00	$366,536.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$133,475.00	$24,696.00	$108,779.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$7,875.00	$1,457.00	$6,418.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$20,266.00	$3,749.00	$16,517.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$13,897.00	$2,572.00	$11,325.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$7,890.00	$1,460.00	$6,430.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$63,000.00	$11,660.00	$51,340.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$512,440.00	$94,812.00	$417,628.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$25,326.00	$4,686.00	$20,640.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$131,252.00	$0.00	$131,252.00

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Appendix D to Exhibit 7 – Disbursement Schedule for Project Area IBO-1275

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 7 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1275

Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 7 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 8 –Subaward Conditions and Statement of Work for Project Area IBO-1068

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$0]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$0]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$0]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 8 - Specific Award Conditions for Project Area IBO-1068.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[100.00%]; [$12,948.00]
Total Project Cost = (subaward funds + match)	$12,948.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$0** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-1068 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 8**. The Project Area is depicted in the map in **Appendix A of this Exhibit 8**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 8**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $12,948.00, which is 100.00% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 100.00% for a total match of $12,948.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 8** in the area depicted in **Appendix A of this Exhibit 8**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 8**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 8 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 8;
- Appendix A to this Exhibit 8 – Map of Project Area IBO-1068;
- Appendix C to this Exhibit 8 – Budget for Project Area IBO-1068;
- Appendix E to this Exhibit 8 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1068;
- Appendix F to this Exhibit 8 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 8 – Project Area
- Paragraph 5.B(2) of Exhibit 8 – Project Locations
- Paragraph 5.B(3) of Exhibit 8 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 8 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 8 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 8 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 8 – Access to Service
- Paragraph 5.B(5)e of Exhibit 8 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 8 – Wholesale Rate

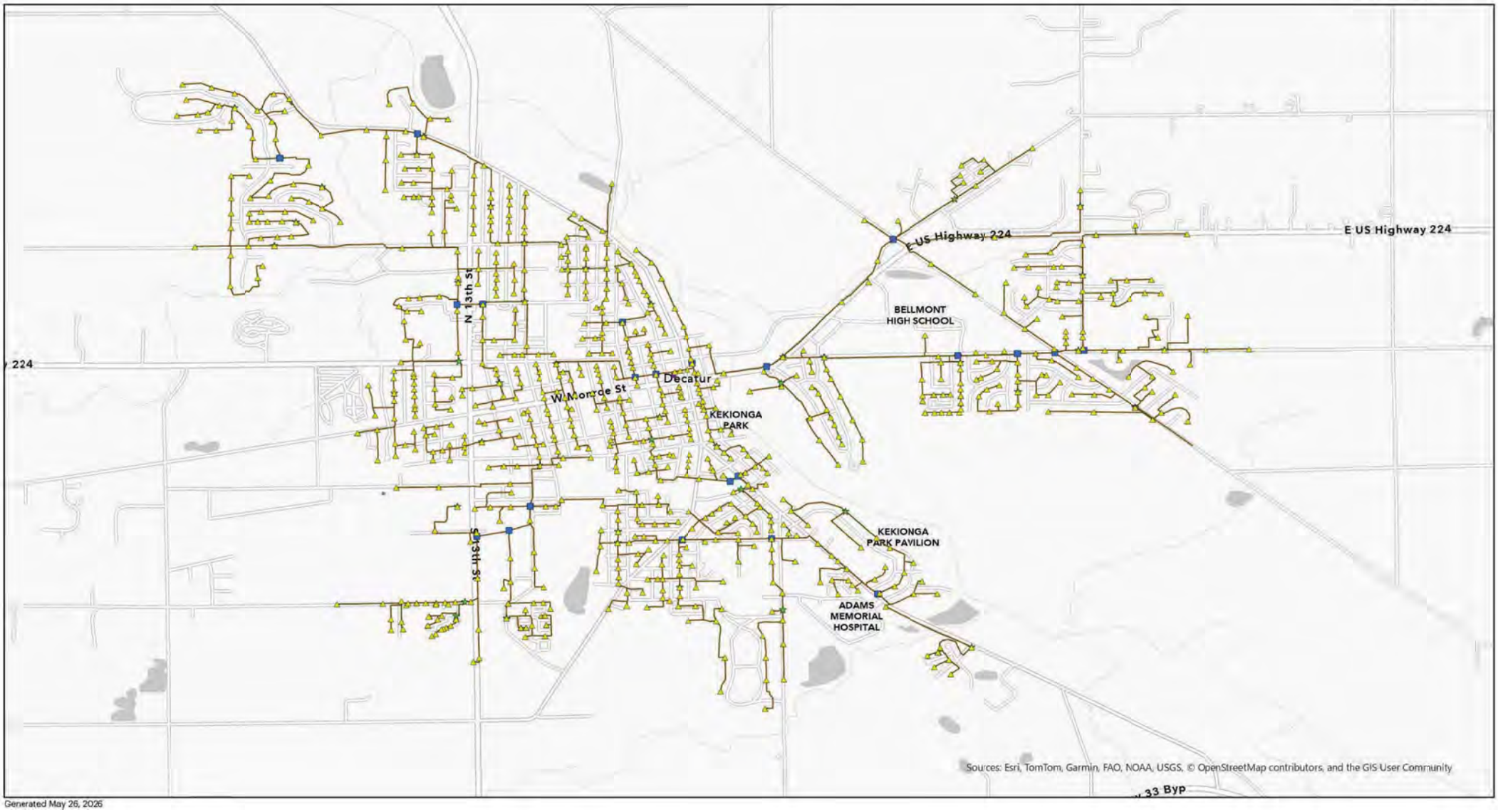
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Appendix A to Exhibit 8 – Map of Project Area IBO-1068

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brightspeed

IBO-1068



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Appendix B to Exhibit 8 – List of Locations in Project Area IBO-1068

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Brightspeed IBO-1068 Location List

1 locations

ID	Location ID	Is CAI	Technology	Upload	Download
b6dcecc61bed32aea8442e69491acf34	1144648199	No	Fiber	2000	2000

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Appendix C to Exhibit 8 – Budget for Project Area IBO-1068

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$296.00	$0.00	$296.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$826.00	$0.00	$826.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$3,256.00	$0.00	$3,256.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$45.00	$0.00	$45.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$12.00	$0.00	$12.00
Permitting Costs	Permitting Costs	Professional Services	$783.00	$0.00	$783.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$350.00	$0.00	$350.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$0.00	$0.00	$0.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$684.00	$0.00	$684.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$965.00	$0.00	$965.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$2,862.00	$0.00	$2,862.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$855.00	$0.00	$855.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$0.00	$0.00	$0.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$628.00	$0.00	$628.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$462.00	$0.00	$462.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$0.00	$0.00	$0.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$924.00	$0.00	$924.00

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Appendix D to Exhibit 8 – Disbursement Schedule for Project Area IBO-1068

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 8 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1068

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 8 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 9 –Subaward Conditions and Statement of Work for Project Area IBO-959

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$0]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$0]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$0]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 9 - Specific Award Conditions for Project Area IBO-959.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[100.00%]; [$35,391.00]
Total Project Cost = (subaward funds + match)	$35,391.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$0** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-959 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 9**. The Project Area is depicted in the map in **Appendix A of this Exhibit 9**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 9**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $35,391.00, which is 100.00% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 100.00% for a total match of $35,391.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 9** in the area depicted in **Appendix A of this Exhibit 9**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 9**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 9 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 9;
- Appendix A to this Exhibit 9 – Map of Project Area IBO-959;
- Appendix C to this Exhibit 9 – Budget for Project Area IBO-959;
- Appendix E to this Exhibit 9 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-959;
- Appendix F to this Exhibit 9 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 9 – Project Area
- Paragraph 5.B(2) of Exhibit 9 – Project Locations
- Paragraph 5.B(3) of Exhibit 9 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 9 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 9 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 9 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 9 – Access to Service
- Paragraph 5.B(5)e of Exhibit 9 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 9 – Wholesale Rate

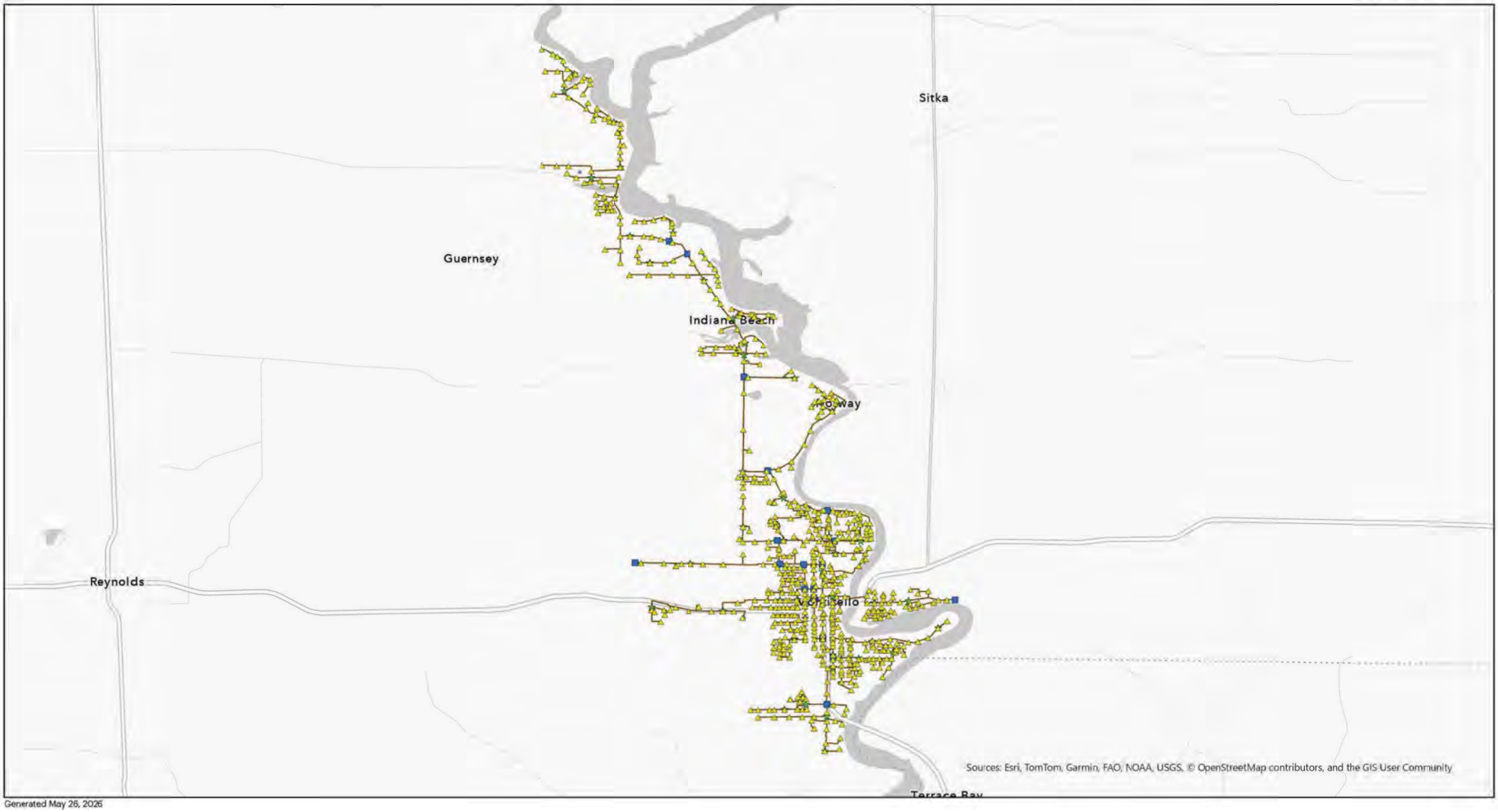
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Appendix A to Exhibit 9 – Map of Project Area IBO-959

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brightspeed

IBO-959



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Appendix B to Exhibit 9 – List of Locations in Project Area IBO-959

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Brightspeed IBO-959 Location List

2 locations

ID	Location ID	Is CAI	Technology	Upload	Download
36f99c8f5aa1bb463e2e1e9ee691ee16	1012916844	No	Fiber	2000	2000
33d137d760f4039bc205d547a441cd62	1012915412	No	Fiber	2000	2000

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Appendix C to Exhibit 9 – Budget for Project Area IBO-959

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Permitting Costs	Permitting Costs	Professional Services	$2,185.00	$0.00	$2,185.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$0.00	$0.00	$0.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$1,500.00	$0.00	$1,500.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$135.00	$0.00	$135.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$263.00	$0.00	$263.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$2,579.00	$0.00	$2,579.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$469.00	$0.00	$469.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$9,084.00	$0.00	$9,084.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$7,974.00	$0.00	$7,974.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$2,375.00	$0.00	$2,375.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$1,256.00	$0.00	$1,256.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$2,304.00	$0.00	$2,304.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$750.00	$0.00	$750.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$976.00	$0.00	$976.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$517.00	$0.00	$517.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$0.00	$0.00	$0.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$297.00	$0.00	$297.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$2,691.00	$0.00	$2,691.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$36.00	$0.00	$36.00

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Appendix D to Exhibit 9 – Disbursement Schedule for Project Area IBO-959

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 9 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-959

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 9 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 10 –Subaward Conditions and Statement of Work for Project Area IBO-1031

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$219,673.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$219,673.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$219,673.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 10 - Specific Award Conditions for Project Area IBO-1031.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[52.74%]; [$245,171.00]
Total Project Cost = (subaward funds + match)	$464,844.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$219,673.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-1031 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 10**. The Project Area is depicted in the map in **Appendix A of this Exhibit 10**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 10**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $245,171.00, which is 52.74% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 52.74% for a total match of $245,171.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 10** in the area depicted in **Appendix A of this Exhibit 10**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 10**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 10 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 10;
- Appendix A to this Exhibit 10 – Map of Project Area IBO-1031;
- Appendix C to this Exhibit 10 – Budget for Project Area IBO-1031;
- Appendix E to this Exhibit 10 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1031;
- Appendix F to this Exhibit 10 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 10 – Project Area
- Paragraph 5.B(2) of Exhibit 10 – Project Locations
- Paragraph 5.B(3) of Exhibit 10 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 10 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 10 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 10 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 10 – Access to Service
- Paragraph 5.B(5)e of Exhibit 10 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 10 – Wholesale Rate

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Appendix A to Exhibit 10 – Map of Project Area IBO-1031

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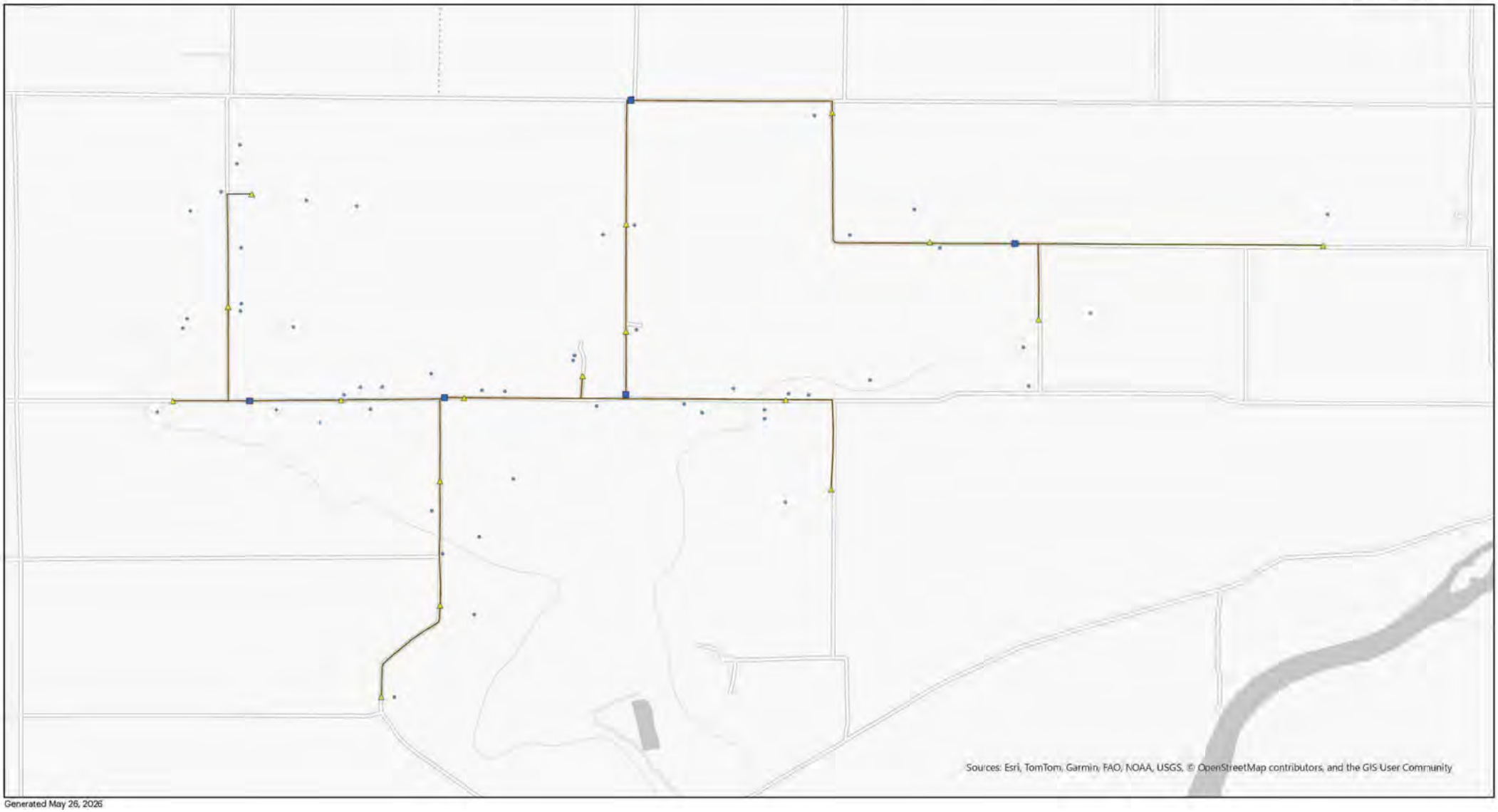
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addr_point
central_office
dtap
oh_route
splice_closure
terminal
ug_route

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Appendix B to Exhibit 10 – List of Locations in Project Area IBO-1031

Brightspeed IBO-1031 Location List

51 locations

ID	Location ID	Is CAI	Technology	Upload	Download
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Appendix C to Exhibit 10 – Budget for Project Area IBO-1031

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
OLT Installation labor	Installation of OLT in the central office	Construction Services	$372.00	$196.00	$176.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$6,750.00	$3,550.00	$3,200.00
Permitting Costs	Permitting Costs	Professional Services	$27,206.00	$14,306.00	$12,900.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$12,162.00	$6,398.00	$5,764.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$15,096.00	$0.00	$15,096.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$4,154.00	$2,185.00	$1,969.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$13,500.00	$7,102.00	$6,398.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$1,451.00	$762.00	$689.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$1,755.00	$923.00	$832.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$3,207.00	$1,687.00	$1,520.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$1,841.00	$968.00	$873.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$32,028.00	$0.00	$32,028.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$32,118.00	$16,889.00	$15,229.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Pole Attachments	Pole Make Ready Costs	Professional Services	$28,698.00	$15,091.00	$13,607.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$113,100.00	$59,474.00	$53,626.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$99,252.00	$52,192.00	$47,060.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$29,450.00	$15,486.00	$13,964.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$5,628.00	$2,960.00	$2,668.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$3,564.00	$1,875.00	$1,689.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$33,512.00	$17,629.00	$15,883.00

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Appendix D to Exhibit 10 – Disbursement Schedule for Project Area IBO-1031

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 10 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1031

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 10 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 11 –Subaward Conditions and Statement of Work for Project Area IBO-1255

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$39,870.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$39,870.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$39,870.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 11 - Specific Award Conditions for Project Area IBO-1255.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[34.91%]; [$21,388.00]
Total Project Cost = (subaward funds + match)	$61,258.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$39,870.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-1255 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 11**. The Project Area is depicted in the map in **Appendix A of this Exhibit 11**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 11**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $21,388.00, which is 34.91% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 34.91% for a total match of $21,388.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 11** in the area depicted in **Appendix A of this Exhibit 11**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 11**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 11 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 11;
- Appendix A to this Exhibit 11 – Map of Project Area IBO-1255;
- Appendix C to this Exhibit 11 – Budget for Project Area IBO-1255;
- Appendix E to this Exhibit 11 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1255;
- Appendix F to this Exhibit 11 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 11 – Project Area
- Paragraph 5.B(2) of Exhibit 11 – Project Locations
- Paragraph 5.B(3) of Exhibit 11 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 11 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 11 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 11 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 11 – Access to Service
- Paragraph 5.B(5)e of Exhibit 11 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 11 – Wholesale Rate

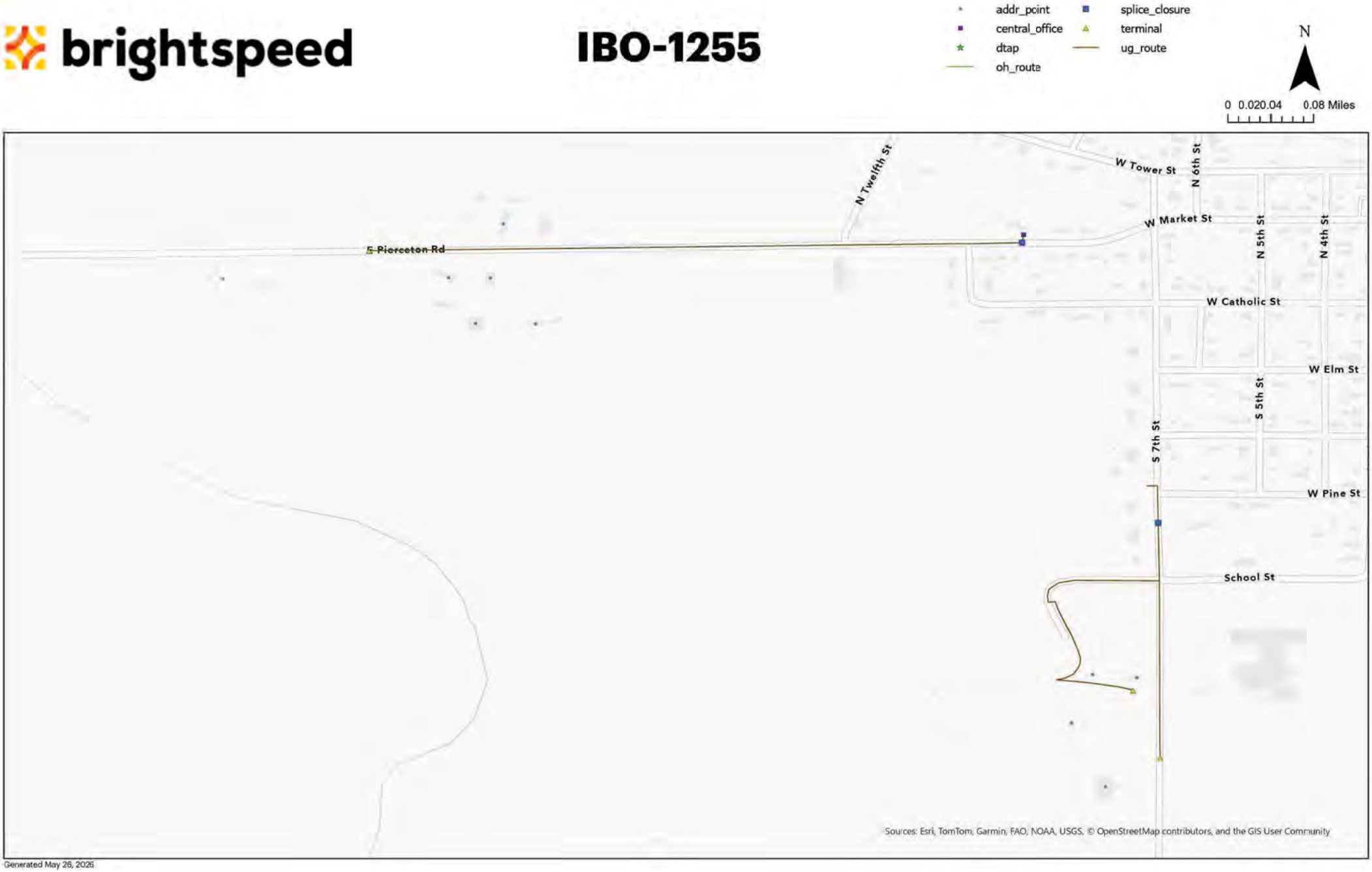
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Appendix A to Exhibit 11 – Map of Project Area IBO-1255

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brightspeed

IBO-1255



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Appendix B to Exhibit 11 – List of Locations in Project Area IBO-1255

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Brightspeed IBO-1255 Location List

10 locations

ID	Location ID	Is CAI	Technology	Upload	Download
acaab7a158909eedb0967ac8bd3cb25f	1292814864	No	Fiber	2000	2000
02210b62102f754b128e92d614d79168	1292814868	No	Fiber	2000	2000
781bdca4e6b3f0a72db796e72c2f2b0e	1292814693	No	Fiber	2000	2000
88c6fbcad38575f73c62246c21a488a9	1292814856	No	Fiber	2000	2000
d13c18b72d10abf2da7602c3d5d4927d	1413414659	No	Fiber	2000	2000
9312c7f7b1c5675bcdd0b4f7745e545b	1292814723	No	Fiber	2000	2000
96112dbc76a6d5d0d0ad4a38ec86f38a	1385279422	No	Fiber	2000	2000
3a54d1e4a44b21e4847ed24d9fd147da	1292814727	No	Fiber	2000	2000
182890eabb7e5a3710be53d157eb19cb	1292814699	No	Fiber	2000	2000
b5e98d5fa9da668d14546a7ecc8a9b2f	1292814854	No	Fiber	2000	2000

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Appendix C to Exhibit 11 – Budget for Project Area IBO-1255

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$750.00	$575.00	$175.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$48.00	$37.00	$11.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$225.00	$173.00	$52.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$263.00	$202.00	$61.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$297.00	$228.00	$69.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$4,173.00	$3,200.00	$973.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$1,516.00	$1,163.00	$353.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$2,960.00	$0.00	$2,960.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$866.00	$662.00	$204.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$3,705.00	$2,840.00	$865.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$469.00	$359.00	$110.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$6,280.00	$0.00	$6,280.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$794.00	$608.00	$186.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$1,500.00	$1,150.00	$350.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Permitting Costs	Permitting Costs	Professional Services	$3,388.00	$2,597.00	$791.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$4,000.00	$3,066.00	$934.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$3,574.00	$2,739.00	$835.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$14,084.00	$10,794.00	$3,290.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$12,366.00	$9,477.00	$2,889.00

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Appendix D to Exhibit 11 – Disbursement Schedule for Project Area IBO-1255

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 11 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1255

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 11 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 12 –Subaward Conditions and Statement of Work for Project Area IBO-897

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$0]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$0]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$0]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 12 - Specific Award Conditions for Project Area IBO-897.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[100.00%]; [$2,032.00]
Total Project Cost = (subaward funds + match)	$2,032.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$0** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-897 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 12**. The Project Area is depicted in the map in **Appendix A of this Exhibit 12**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 12**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $2,032.00, which is 100.00% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 100.00% for a total match of $2,032.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 12** in the area depicted in **Appendix A of this Exhibit 12**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 12**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 12 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 12;
- Appendix A to this Exhibit 12 – Map of Project Area IBO-897;
- Appendix C to this Exhibit 12 – Budget for Project Area IBO-897;
- Appendix E to this Exhibit 12 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-897;
- Appendix F to this Exhibit 12 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 12 – Project Area
- Paragraph 5.B(2) of Exhibit 12 – Project Locations
- Paragraph 5.B(3) of Exhibit 12 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 12 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 12 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 12 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 12 – Access to Service
- Paragraph 5.B(5)e of Exhibit 12 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 12 – Wholesale Rate

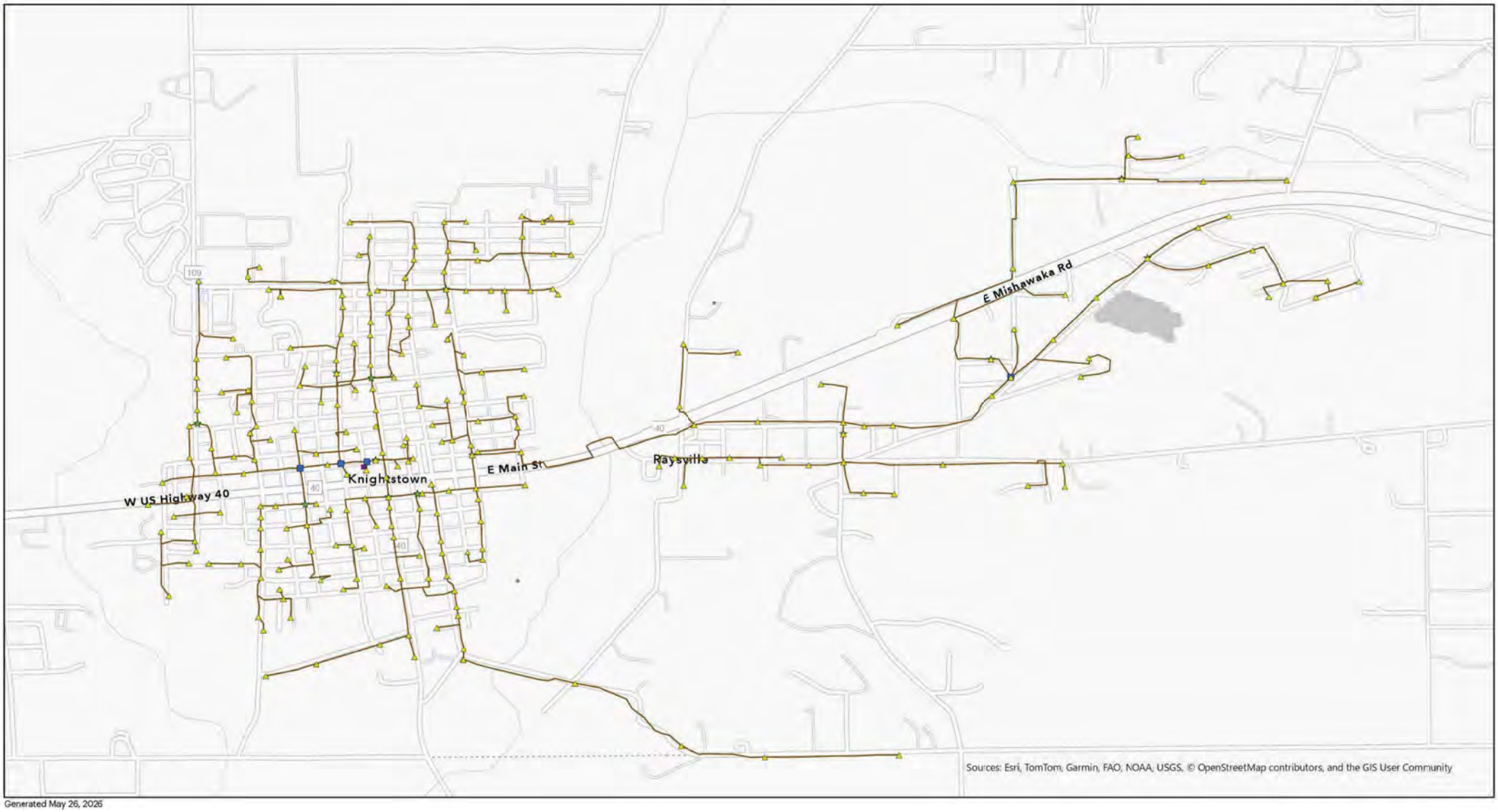
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Appendix A to Exhibit 12 – Map of Project Area IBO-897

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brightspeed

IBO-897



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Appendix B to Exhibit 12 – List of Locations in Project Area IBO-897

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Brightspeed IBO-897 Location List

2 locations

ID	Location ID	Is CAI	Technology	Upload	Download
9da61c6e86e5cfc39163f4a9ae80496c	1089032284	No	Fiber	2000	2000
7c6c939ff87b94dc39071e5650d89f80	1089032421	No	Fiber	2000	2000

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Appendix C to Exhibit 12 – Budget for Project Area IBO-897

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$1,256.00	$0.00	$1,256.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$13.00	$0.00	$13.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$0.00	$0.00	$0.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$0.00	$0.00	$0.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$0.00	$0.00	$0.00
Permitting Costs	Permitting Costs	Professional Services	$12.00	$0.00	$12.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$14.00	$0.00	$14.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$6.00	$0.00	$6.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$15.00	$0.00	$15.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$0.00	$0.00	$0.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$592.00	$0.00	$592.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$9.00	$0.00	$9.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$52.00	$0.00	$52.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$36.00	$0.00	$36.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$27.00	$0.00	$27.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$0.00	$0.00	$0.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$0.00	$0.00	$0.00

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Appendix D to Exhibit 12 – Disbursement Schedule for Project Area IBO-897

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 12 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-897

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 12 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 13 –Subaward Conditions and Statement of Work for Project Area IBO-909

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$2,889,330.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$2,889,330.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$2,889,330.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 13 - Specific Award Conditions for Project Area IBO-909.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[38.43%]; [$1,803,766.00]
Total Project Cost = (subaward funds + match)	$4,693,096.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$2,889,330.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-909 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 13**. The Project Area is depicted in the map in **Appendix A of this Exhibit 13**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 13**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $1,803,766.00, which is 38.43% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 38.43% for a total match of $1,803,766.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 13** in the area depicted in **Appendix A of this Exhibit 13**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 13**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 13 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 13;
- Appendix A to this Exhibit 13 – Map of Project Area IBO-909;
- Appendix C to this Exhibit 13 – Budget for Project Area IBO-909;
- Appendix E to this Exhibit 13 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-909;
- Appendix F to this Exhibit 13 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 13 – Project Area
- Paragraph 5.B(2) of Exhibit 13 – Project Locations
- Paragraph 5.B(3) of Exhibit 13 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 13 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 13 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 13 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 13 – Access to Service
- Paragraph 5.B(5)e of Exhibit 13 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 13 – Wholesale Rate

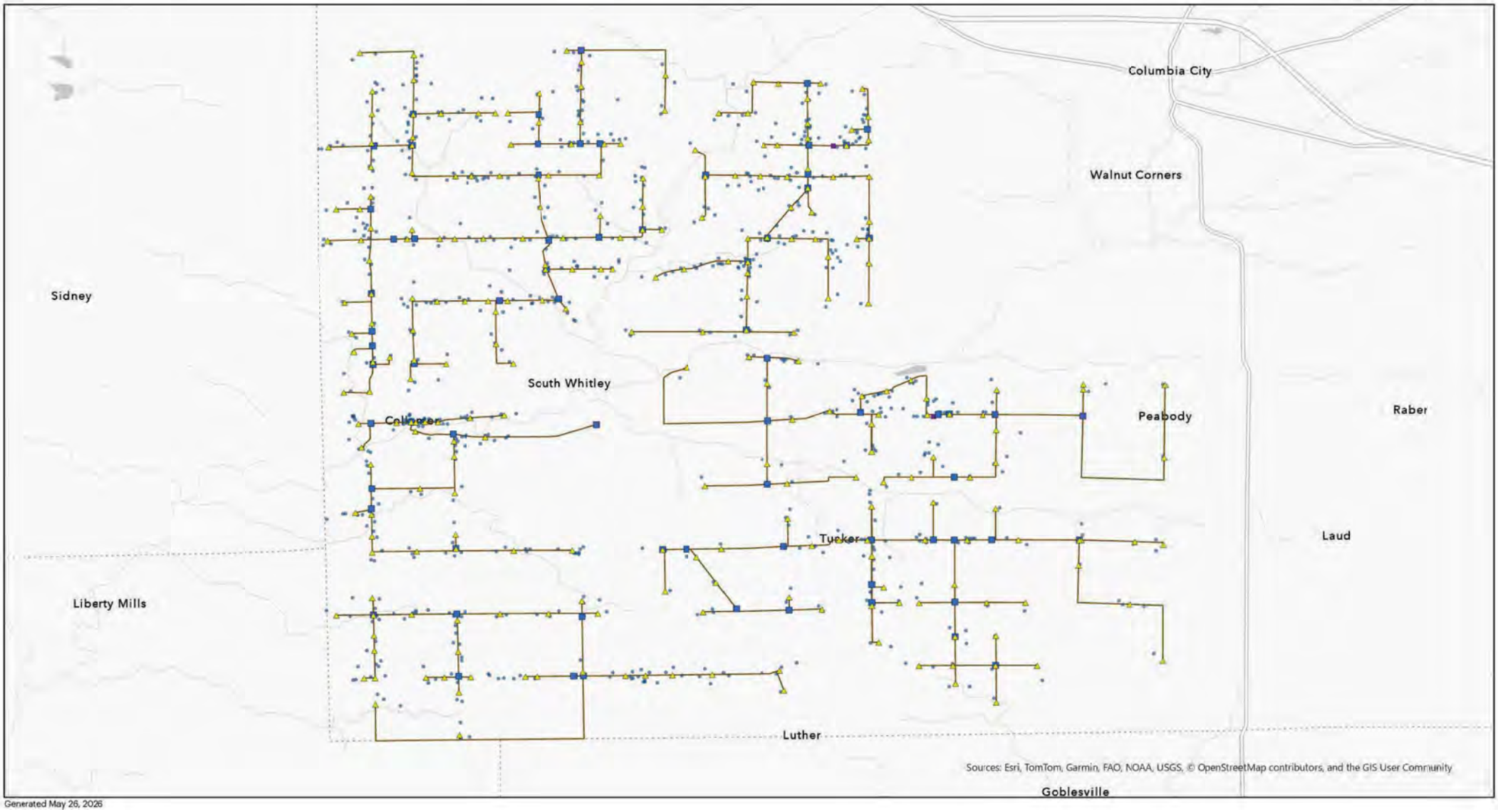
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Appendix A to Exhibit 13 – Map of Project Area IBO-909

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Appendix B to Exhibit 13 – List of Locations in Project Area IBO-909

Brightpseed IBO-909 Location List

781 locations

ID	Location ID	Is CAI	Technology	Upload	Download
870da2639063e7772103946f0fc02899	1037525665	No	Fiber	2000	2000
464619b79067e592c965b47750695a47	1037524574	No	Fiber	2000	2000
c92914dcb608367419e72fb76da09068	1037525924	No	Fiber	2000	2000
964805cb6ef6e07cb9ce6ed1b5f1c8d3	1037526351	No	Fiber	2000	2000
b07175e421f65f17fee57d05879bd9d0	1037525836	No	Fiber	2000	2000
ca89cce9bee4a874b76a7280d597862f	1037526317	No	Fiber	2000	2000
65d92895e1d1597ca3156d51a4ba144e	1037524714	No	Fiber	2000	2000
d925873e64398d092aa0f224dd42eb45	1037528034	No	Fiber	2000	2000
a919c39f7c9ccaa6335addfbc9dcd011	1037525687	No	Fiber	2000	2000
b46c0b16a27ee636b84cd6c12cc3eb34	1037525982	No	Fiber	2000	2000
35e80c1f12bbda76e44406d0247f3e84	1037525726	No	Fiber	2000	2000
4a230b205b8c4680db079903ff4dd727	1037526020	No	Fiber	2000	2000
e41bc28a1eddb3d0d9843f6f077cdacc	1037524677	No	Fiber	2000	2000
253fab82038d764777ac9bfba0fe7ade	1037526273	No	Fiber	2000	2000
d8a93d4f56b80accc1e5d1a6693c9d05	1385264974	No	Fiber	2000	2000
2d8b488ef3316306b156824f5895ef8f	1037524477	No	Fiber	2000	2000
97791397796fe3fc1b29d3ef015f4f04	1037526362	No	Fiber	2000	2000
de8d63f2fdb110fcea062818c3d3653e	1037524441	No	Fiber	2000	2000
f7865dfe708d3859b9c9344c7223d129	1037525727	No	Fiber	2000	2000
1d59d06613988789ae47c1850c5afe93	1037524584	No	Fiber	2000	2000
1b26731f1aac91006f130fbe22a3b31d	1037524820	No	Fiber	2000	2000
163a1cc7b22af4dc4238525f5dec2eb7	1037526193	No	Fiber	2000	2000
b6c5988a6477458ae95da1f108024be7	1037525854	No	Fiber	2000	2000
e1e107b50b5c74bf400c50136bf01c7b	1037525845	No	Fiber	2000	2000
51cf9ddfae56f634f5918bce9eb99b3e	1037524391	No	Fiber	2000	2000
df8832d97792fc66acbe5bdad60d59d6	1037525724	No	Fiber	2000	2000
01b291e1c5c40a33a4088dccce0045c6	1037524741	No	Fiber	2000	2000
48a82065f616f69e5f6d0fb480462945	1037525899	No	Fiber	2000	2000
f2b05aaa19e815c6415c9a052c591dbc	1037525709	No	Fiber	2000	2000
e7dd526650cd56493cc8ae4a5d428f2a	1037524429	No	Fiber	2000	2000
b642a18f826576c354029ed5b1e6749e	1037525968	No	Fiber	2000	2000
da15e210fb325ed3f925db27e968e591	1037526133	No	Fiber	2000	2000
cf582a5f910732575b857075cf2d43f4	1037526320	No	Fiber	2000	2000
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Appendix C to Exhibit 13 – Budget for Project Area IBO-909

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$235,024.00	$0.00	$235,024.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$499,260.00	$0.00	$499,260.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$42,041.00	$30,685.00	$11,356.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$317,586.00	$231,810.00	$85,776.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$115,252.00	$84,124.00	$31,128.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$1,071,804.00	$782,239.00	$289,565.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$940,662.00	$686,527.00	$254,135.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$279,205.00	$203,773.00	$75,432.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$52,997.00	$38,679.00	$14,318.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$3,504.00	$2,557.00	$947.00
Permitting Costs	Permitting Costs	Professional Services	$257,823.00	$188,168.00	$69,655.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$304,378.00	$222,145.00	$82,233.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$271,961.00	$198,486.00	$73,475.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$132,000.00	$96,349.00	$35,651.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$16,425.00	$11,989.00	$4,436.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$29,932.00	$21,848.00	$8,084.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$16,306.00	$11,902.00	$4,404.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$32,670.00	$23,846.00	$8,824.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$12,766.00	$9,318.00	$3,448.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$61,500.00	$44,885.00	$16,615.00

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Appendix D to Exhibit 13 – Disbursement Schedule for Project Area IBO-909

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 13 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-909

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 13 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 14 –Subaward Conditions and Statement of Work for Project Area IBO-471

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$48,702.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$48,702.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$48,702.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 14 - Specific Award Conditions for Project Area IBO-471.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[63.75%]; [$85,663.00]
Total Project Cost = (subaward funds + match)	$134,365.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$48,702.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-471 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 14**. The Project Area is depicted in the map in **Appendix A of this Exhibit 14**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 14**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $85,663.00, which is 63.75% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 63.75% for a total match of $85,663.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 14** in the area depicted in **Appendix A of this Exhibit 14**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 14**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 14 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 14;
- Appendix A to this Exhibit 14 – Map of Project Area IBO-471;
- Appendix C to this Exhibit 14 – Budget for Project Area IBO-471;
- Appendix E to this Exhibit 14 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-471;
- Appendix F to this Exhibit 14 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 14 – Project Area
- Paragraph 5.B(2) of Exhibit 14 – Project Locations
- Paragraph 5.B(3) of Exhibit 14 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 14 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 14 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 14 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 14 – Access to Service
- Paragraph 5.B(5)e of Exhibit 14 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 14 – Wholesale Rate

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Appendix A to Exhibit 14 – Map of Project Area IBO-471

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brightspeed

IBO-471

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Appendix B to Exhibit 14 – List of Locations in Project Area IBO-471

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Brightspeed IBO-471 Location List

9 locations

ID	Location ID	Is CAI	Technology	Upload	Download
51dc919671a2b1fa052565594cc7ac56	1037526978	No	Fiber	2000	2000
b741a155a2b2a8a414700ae65fa47a29	1037526736	No	Fiber	2000	2000
31b4d9a05b19c4934da95e59f0cf8f4b	1037526733	No	Fiber	2000	2000
89c7b4e73093807a195046bbacb15a01	1385270089	No	Fiber	2000	2000
e12ed3a73b549f08fa004b41fa448689	1037526735	No	Fiber	2000	2000
6d4ce84784a6bf699ad82e3850c2c2e6	1037527931	No	Fiber	2000	2000
b521b372e8df2bece4a0d30b448dd160	1037532063	No	Fiber	2000	2000
21a23593fae55c0a603a3de392fbb782	1037526977	No	Fiber	2000	2000
1f1b1dd47c9d9a0c3087537e3765b4f4	1037526950	No	Fiber	2000	2000

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Appendix C to Exhibit 14 – Budget for Project Area IBO-471

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Permitting Costs	Permitting Costs	Professional Services	$8,209.00	$3,172.00	$5,037.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$0.00	$0.00	$0.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$2,664.00	$0.00	$2,664.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$1,069.00	$413.00	$656.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$526.00	$203.00	$323.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$29,952.00	$11,572.00	$18,380.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$1,188.00	$459.00	$729.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$10,112.00	$3,907.00	$6,205.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$8,930.00	$3,450.00	$5,480.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$640.00	$248.00	$392.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$4,500.00	$1,739.00	$2,761.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$3,670.00	$1,418.00	$2,252.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$2,250.00	$869.00	$1,381.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$1,876.00	$725.00	$1,151.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$5,652.00	$0.00	$5,652.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$108.00	$42.00	$66.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$9,692.00	$3,745.00	$5,947.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$8,659.00	$3,345.00	$5,314.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$34,128.00	$13,186.00	$20,942.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$540.00	$209.00	$331.00

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Appendix D to Exhibit 14 – Disbursement Schedule for Project Area IBO-471

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 14 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-471

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 14 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 15 –Subaward Conditions and Statement of Work for Project Area IBO-1089

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$0]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$0]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$0]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 15 - Specific Award Conditions for Project Area IBO-1089.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[100.00%]; [$287,063.00]
Total Project Cost = (subaward funds + match)	$287,063.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$0** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-1089 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 15**. The Project Area is depicted in the map in **Appendix A of this Exhibit 15**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 15**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $287,063.00, which is 100.00% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 100.00% for a total match of $287,063.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 15** in the area depicted in **Appendix A of this Exhibit 15**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 15**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 15 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 15;
- Appendix A to this Exhibit 15 – Map of Project Area IBO-1089;
- Appendix C to this Exhibit 15 – Budget for Project Area IBO-1089;
- Appendix E to this Exhibit 15 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1089;
- Appendix F to this Exhibit 15 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 15 – Project Area
- Paragraph 5.B(2) of Exhibit 15 – Project Locations
- Paragraph 5.B(3) of Exhibit 15 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 15 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 15 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 15 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 15 – Access to Service
- Paragraph 5.B(5)e of Exhibit 15 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 15 – Wholesale Rate

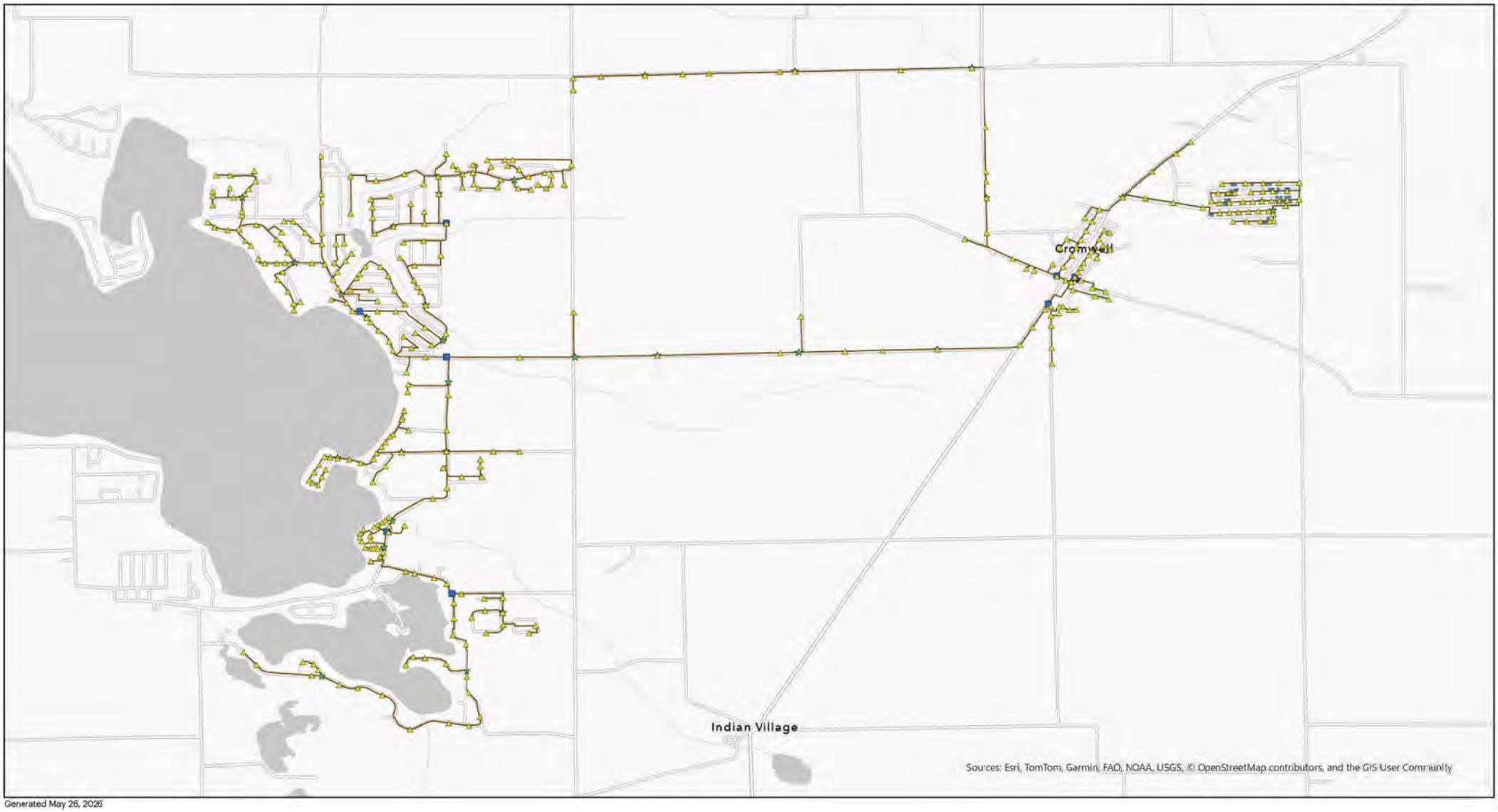
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Appendix A to Exhibit 15 – Map of Project Area IBO-1089

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IBO-1089



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Appendix B to Exhibit 15 – List of Locations in Project Area IBO-1089

Brightspeed IBO-1089 Location List

40 locations

ID	Location ID	Is CAI	Technology	Upload	Download
548efd688967b2bb8fee81cbd2a0e533	1145363498	No	Fiber	2000	2000
3ae64da990199e868f5b598a44a142e6	1145363611	No	Fiber	2000	2000
2072613e6eac185ac4af2a3292c8715c	1145363706	No	Fiber	2000	2000
8389ffe98bdc1b6cc88f75cef8cb81e0	1145363699	No	Fiber	2000	2000
b2286017daea39df744dedd7ddc9053e	1145363617	No	Fiber	2000	2000
8cbe0afef2f15b7cd47fb743167c701c	1145363491	No	Fiber	2000	2000
46a6010f29ed2dec2a04a11b1471bd53	1145363638	No	Fiber	2000	2000
163e1bf6ce83c8e65e078fa3bb165f88	1145363705	No	Fiber	2000	2000
75f622b0f33280d8b078f1cf337757ab	1145363520	No	Fiber	2000	2000
6bcbf53521284b2e1528b5562e482455	1145363478	No	Fiber	2000	2000
30da29b387a043d21ac5396fd305480b	1145363639	No	Fiber	2000	2000
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7c473c1e7bd79943f45b90e138d85d76	1145363515	No	Fiber	2000	2000
45bd4a1b9d54165141fca42668ea1dcb	1145363689	No	Fiber	2000	2000
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2fba168f18dfd710980ae75d297f10f3	1145363709	No	Fiber	2000	2000
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27688975fe437dcf1faf3324514a4fa8	1145363678	No	Fiber	2000	2000
fe33905be342f4b83cd6a05fb9f93739	1145363624	No	Fiber	2000	2000
aac43eeceea0fd2dbe879caee006bec4	1145363511	No	Fiber	2000	2000
c781387f20369dc47db2de24dce440bb	1413418306	No	Fiber	2000	2000
b551b754812d7c64bc3a990cc1f3d1cc	1145363481	No	Fiber	2000	2000
b36d88d9acea4d63b1d5e875ddda8070	1145363496	No	Fiber	2000	2000
e3cc174dfd832961976eb2be2c3905e6	1145363672	No	Fiber	2000	2000
7c15e45ebcb3bdad29c001ee48faeb48	1145363488	No	Fiber	2000	2000
78c93c812475b7ab7116c714f703533d	1145363625	No	Fiber	2000	2000
141144d9a0bdef1afcb6ec20f679c57e	1145363613	No	Fiber	2000	2000
5dfa017dc57c2399d2f7326c64d5cb1d	1145363687	No	Fiber	2000	2000
44059e1a53c1d197a13663ab2b3c6f24	1145363637	No	Fiber	2000	2000
515b27375e1ec4ec8c2c919615c5ce46	1145363509	No	Fiber	2000	2000
452613f927f56ea3f7c6013428c895bd	1413418308	No	Fiber	2000	2000
3026ee6d253a8f72c8a35d8ecea1c212	1145363598	No	Fiber	2000	2000
62130550509ea5bedfc2678c43c9b3c4	1145363536	No	Fiber	2000	2000
75ea44e32644226c507c5a7e0d9c7294	1145363662	No	Fiber	2000	2000

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Appendix C to Exhibit 15 – Budget for Project Area IBO-1089

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Permitting Costs	Permitting Costs	Professional Services	$8,209.00	$3,172.00	$5,037.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$0.00	$0.00	$0.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$2,664.00	$0.00	$2,664.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$1,069.00	$413.00	$656.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$526.00	$203.00	$323.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$29,952.00	$11,572.00	$18,380.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$1,188.00	$459.00	$729.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$10,112.00	$3,907.00	$6,205.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$8,930.00	$3,450.00	$5,480.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$640.00	$248.00	$392.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$4,500.00	$1,739.00	$2,761.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$3,670.00	$1,418.00	$2,252.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$2,250.00	$869.00	$1,381.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$1,876.00	$725.00	$1,151.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$5,652.00	$0.00	$5,652.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$108.00	$42.00	$66.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$9,692.00	$3,745.00	$5,947.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$8,659.00	$3,345.00	$5,314.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$34,128.00	$13,186.00	$20,942.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$540.00	$209.00	$331.00

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Appendix D to Exhibit 15 – Disbursement Schedule for Project Area IBO-1089

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 15 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1089

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 15 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 16 –Subaward Conditions and Statement of Work for Project Area IBO-824

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$179,846.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$179,846.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$179,846.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 16 - Specific Award Conditions for Project Area IBO-824.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[81.78%]; [$807,113.00]
Total Project Cost = (subaward funds + match)	$986,959.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$179,846.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-824 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 16**. The Project Area is depicted in the map in **Appendix A of this Exhibit 16**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 16**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $807,113.00, which is 81.78% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 81.78% for a total match of $807,113.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 16** in the area depicted in **Appendix A of this Exhibit 16**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 16**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 16 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 16;
- Appendix A to this Exhibit 16 – Map of Project Area IBO-824;
- Appendix C to this Exhibit 16 – Budget for Project Area IBO-824;
- Appendix E to this Exhibit 16 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-824;
- Appendix F to this Exhibit 16 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 16 – Project Area
- Paragraph 5.B(2) of Exhibit 16 – Project Locations
- Paragraph 5.B(3) of Exhibit 16 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 16 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 16 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 16 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 16 – Access to Service
- Paragraph 5.B(5)e of Exhibit 16 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 16 – Wholesale Rate

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Appendix A to Exhibit 16 – Map of Project Area IBO-824

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brightspeed

IBO-824



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Appendix B to Exhibit 16 – List of Locations in Project Area IBO-824

Brightspeed IBO-824 Location List

255 locations

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Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Appendix C to Exhibit 16 – Budget for Project Area IBO-824

Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$59,690.00	$14,441.00	$45,249.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$21,662.00	$5,241.00	$16,421.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$3,174.00	$768.00	$2,406.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$57,207.00	$13,827.00	$43,380.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$51,115.00	$12,355.00	$38,760.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$11,250.00	$2,719.00	$8,531.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$3,105.00	$751.00	$2,354.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$5,345.00	$1,293.00	$4,052.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$176,796.00	$42,733.00	$134,063.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$52,440.00	$12,675.00	$39,765.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$9,849.00	$2,381.00	$7,468.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$165,164.00	$0.00	$165,164.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$8,359.00	$2,019.00	$6,340.00

Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$24,000.00	$5,807.00	$18,193.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$660.00	$160.00	$500.00
Permitting Costs	Permitting Costs	Professional Services	$48,458.00	$11,713.00	$36,745.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$3,156.00	$764.00	$2,392.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$6,237.00	$1,509.00	$4,728.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$77,848.00	$0.00	$77,848.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$201,444.00	$48,690.00	$152,754.00

Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Appendix D to Exhibit 16 – Disbursement Schedule for Project Area IBO-824

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Appendix E to Exhibit 16 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-824

Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Appendix F to Exhibit 16 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Exhibit 17 –Subaward Conditions and Statement of Work for Project Area IBO-1090

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$0]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$0]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$0]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 17 - Specific Award Conditions for Project Area IBO-1090.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[100.00%]; [$4,532.00]
Total Project Cost = (subaward funds + match)	$4,532.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$0** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-1090 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 17**. The Project Area is depicted in the map in **Appendix A of this Exhibit 17**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 17**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $4,532.00, which is 100.00% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 100.00% for a total match of $4,532.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 17** in the area depicted in **Appendix A of this Exhibit 17**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 17**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 17 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 17;
- Appendix A to this Exhibit 17 – Map of Project Area IBO-1090;
- Appendix C to this Exhibit 17 – Budget for Project Area IBO-1090;
- Appendix E to this Exhibit 17 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1090;
- Appendix F to this Exhibit 17 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances

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- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 17 – Project Area
- Paragraph 5.B(2) of Exhibit 17 – Project Locations
- Paragraph 5.B(3) of Exhibit 17 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 17 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 17 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 17 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 17 – Access to Service
- Paragraph 5.B(5)e of Exhibit 17 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 17 – Wholesale Rate

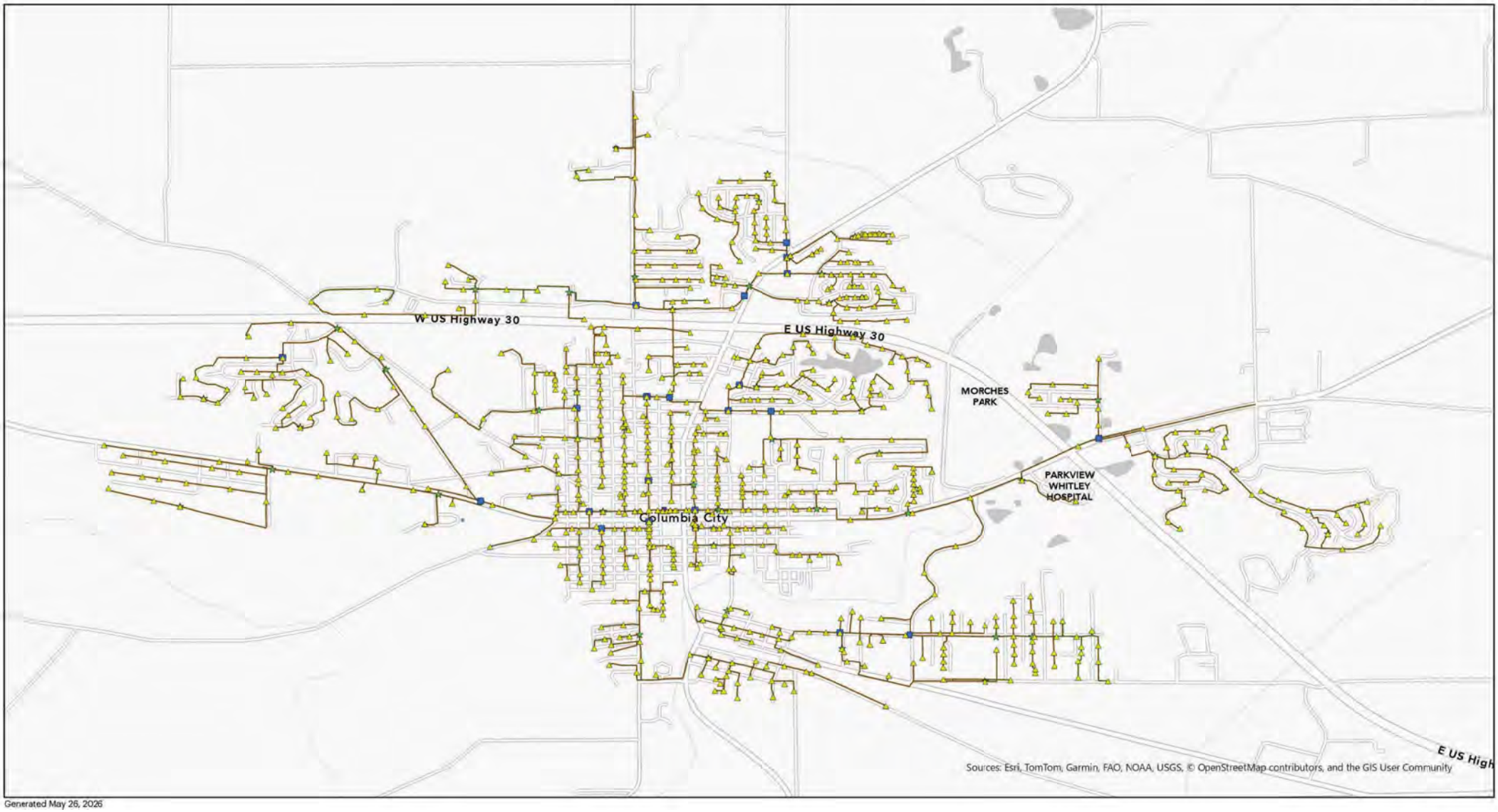
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Appendix A to Exhibit 17 – Map of Project Area IBO-1090

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brightspeed

IBO-1090



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Appendix B to Exhibit 17 – List of Locations in Project Area IBO-1090

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Brightspeed IBO-1090 Location List

1 locations

ID	Location ID	Is CAI	Technology	Upload	Download
fa4cb3aa7fdf66fd81d1517f30fc4e5e	1037521819	No	Fiber	2000	2000

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Appendix C to Exhibit 17 – Budget for Project Area IBO-1090

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Pole Attachments	Pole Make Ready Costs	Professional Services	$248.00	$0.00	$248.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$976.00	$0.00	$976.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$864.00	$0.00	$864.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$285.00	$0.00	$285.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$0.00	$0.00	$0.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$277.00	$0.00	$277.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$0.00	$0.00	$0.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$628.00	$0.00	$628.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$110.00	$0.00	$110.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$0.00	$0.00	$0.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$0.00	$0.00	$0.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$289.00	$0.00	$289.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$106.00	$0.00	$106.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$296.00	$0.00	$296.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$218.00	$0.00	$218.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$0.00	$0.00	$0.00
Permitting Costs	Permitting Costs	Professional Services	$235.00	$0.00	$235.00

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Appendix D to Exhibit 17 – Disbursement Schedule for Project Area IBO-1090

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq*.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq*.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq*.), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 17 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1090

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 17 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 18 –Subaward Conditions and Statement of Work for Project Area IBO-926

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$337,466.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$337,466.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$337,466.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 18 - Specific Award Conditions for Project Area IBO-926.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[26.04%]; [$118,818.00]
Total Project Cost = (subaward funds + match)	$456,284.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$337,466.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-926 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 18**. The Project Area is depicted in the map in **Appendix A of this Exhibit 18**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 18**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $118,818.00, which is 26.04% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 26.04% for a total match of $118,818.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 18** in the area depicted in **Appendix A of this Exhibit 18**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 18**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 18 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 18;
- Appendix A to this Exhibit 18 – Map of Project Area IBO-926;
- Appendix C to this Exhibit 18 – Budget for Project Area IBO-926;
- Appendix E to this Exhibit 18 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-926;
- Appendix F to this Exhibit 18 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
- Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
- Paragraph 32 of Attachment A – Encumbrances
- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property

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- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 18 – Project Area
- Paragraph 5.B(2) of Exhibit 18 – Project Locations
- Paragraph 5.B(3) of Exhibit 18 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 18 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 18 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 18 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 18 – Access to Service
- Paragraph 5.B(5)e of Exhibit 18 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 18 – Wholesale Rate

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Appendix A to Exhibit 18 – Map of Project Area IBO-926

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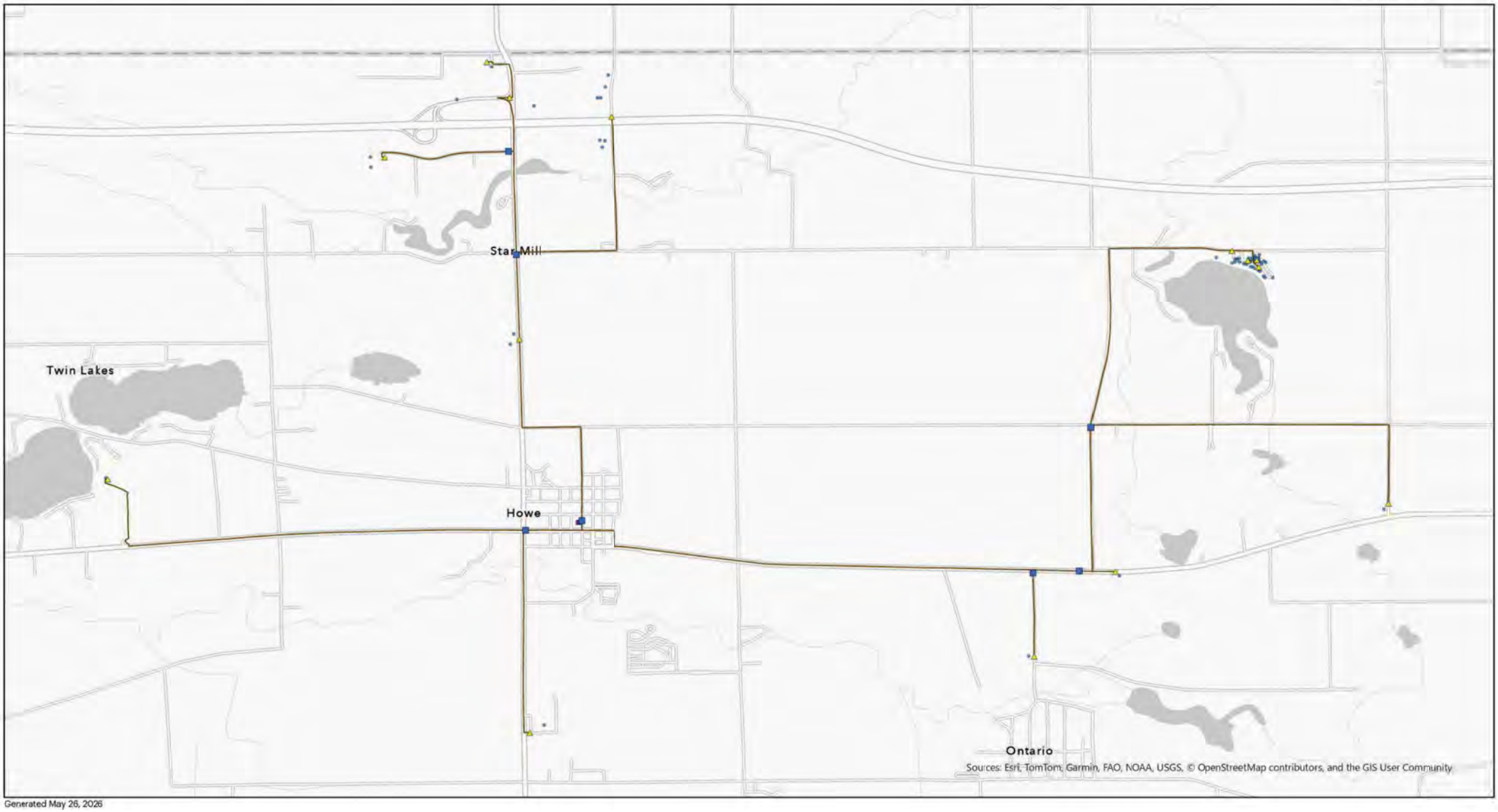
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Appendix B to Exhibit 18 – List of Locations in Project Area IBO-926

Brightspeed IBO-926 Location List

47 locations

ID	Location ID	Is CAI	Technology	Upload	Download
45bdd2f0e969bda1a7182e59844b5f85	1413414013	No	Fiber	2000	2000
ef616f4e5b8c852a07d1cd2c7c799e6d	1286975279	No	Fiber	2000	2000
07b41a9534fcaad82768ba4ef94f43ba	1385330805	No	Fiber	2000	2000
63c4bf4218b267b763e5250f58f537b0	1286976146	No	Fiber	2000	2000
ec64c38e7302d3b3a07705ef1e307b39	1286974237	No	Fiber	2000	2000
9c07b20fca896e806aaba22560a9b311	1286975343	No	Fiber	2000	2000
a22151e5cef7e8c124adddf19008b61d	1286974219	No	Fiber	2000	2000
d2b860dce97385219ba2dd7b07b70a60	1286974235	No	Fiber	2000	2000
0c4057a37ea7ac5475c15ce5f09b0367	1286974209	No	Fiber	2000	2000
0b50e301ffddad202573bb0dab43648a	1286974220	No	Fiber	2000	2000
d1ab59272c65c0ce4179b4aa57b886c7	1286973118	No	Fiber	2000	2000
98c304402c226b04dce31b4af7c1eb48	1286976128	No	Fiber	2000	2000
5c4ea23dec29a4e315d6c161f72905fd	1286974230	No	Fiber	2000	2000
c1b4b786993fcdff782c2e7e17f0c010	1286974242	No	Fiber	2000	2000
0642e46db967cb04c8e0c61324bf082f	1286973226	No	Fiber	2000	2000
2a90a6d0b78d12c35143425c9293b50b	1413413941	No	Fiber	2000	2000
627a532a3166989ae63d012ddf93b383	1286975377	No	Fiber	2000	2000
f8309a1002aa0d87f5a29fc66ff16ad5	1286974187	No	Fiber	2000	2000
5fa257885dbe1bd23acc471b4607cd1f	1286974213	No	Fiber	2000	2000
0ca725c12b17e286529e9e277e898d26	1286974236	No	Fiber	2000	2000
5d22e01d986eb9656caadedb8be9a728	1286974240	No	Fiber	2000	2000
566669f91aefc94a5021cdb965a6d9ef	1286974197	No	Fiber	2000	2000
25e4f2158e3afcc6951896eb767f707c	1286974264	No	Fiber	2000	2000
bf11e50a38eee8d83f3f96531f4a882f	1286973031	No	Fiber	2000	2000
5642465e133fe30dae2f0fc0a6989a97	1286974221	No	Fiber	2000	2000
a8fd7eece8c55e64ec177c6f1fa6c442	1286974265	No	Fiber	2000	2000
70244c70e73ffbe29ebf5ddbd01ca174	1286975339	No	Fiber	2000	2000
896e8ab34a7ea650d8cc29955c5de1ef	1286974200	No	Fiber	2000	2000
bdc875ad7d0f2d30e55183282bbfa6b6	1286975374	No	Fiber	2000	2000
1d8511ac32add29edac0b110c8aae8ad	1286974195	No	Fiber	2000	2000
64128be876e5cebb45379a425b1d68cb	1286974224	No	Fiber	2000	2000
b62bad1c584786d529623959ac49805e	1286972036	No	Fiber	2000	2000
3beb5619ba5e99bf516a112b3ea0742b	1286974234	No	Fiber	2000	2000
0b097768f283822b48c9e773567d9994	1286976142	No	Fiber	2000	2000
4262060bf59a8f838aa5541e37b990c8	1286974232	No	Fiber	2000	2000
910f4dbba10600e05faf72989600ae63	1286974198	No	Fiber	2000	2000
70eca25e91adf1a0a4406c553914746c	1286974208	No	Fiber	2000	2000
5044fb0e2edcdd59c28529499e65172b	1286976113	No	Fiber	2000	2000
9b6c59d9746cc8c448cbf3b3901b5124	1286972032	No	Fiber	2000	2000
7602fb82e35414cbed43904106e25414	1286974585	No	Fiber	2000	2000
1c50ad320d3fef570fa782c144cb64d7	1286974238	No	Fiber	2000	2000
865366c8e21fd2b74ee0699d21c400c7	1286974225	No	Fiber	2000	2000
c2c36fa0fa47eeb4cb6e92e66b157594	1286974212	No	Fiber	2000	2000
e92611efeefa8434c6c7297ce28a1f50	1286974191	No	Fiber	2000	2000

ID	Location ID	Is CAI	Technology	Upload	Download
b142b49d8f2b4e2ff7b58ab52489df30	1286974218	No	Fiber	2000	2000
e425fb2f36e1078bcee113822c99ec5f	1286975363	No	Fiber	2000	2000
a6dcadf2d661f79ad9775ff5589de878	1286976152	No	Fiber	2000	2000

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Appendix C to Exhibit 18 – Budget for Project Area IBO-926

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$1,710.00	$1,398.00	$312.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$3,207.00	$2,622.00	$585.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$1,578.00	$1,290.00	$288.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$6,750.00	$5,517.00	$1,233.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$29,516.00	$0.00	$29,516.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$3,898.00	$3,186.00	$712.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$3,564.00	$2,914.00	$650.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$33,122.00	$27,081.00	$6,041.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$372.00	$304.00	$68.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$13,912.00	$0.00	$13,912.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$1,466.00	$1,198.00	$268.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$12,020.00	$9,828.00	$2,192.00
Permitting Costs	Permitting Costs	Professional Services	$26,889.00	$21,978.00	$4,911.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$13,500.00	$11,038.00	$2,462.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$31,744.00	$25,946.00	$5,798.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$28,363.00	$23,183.00	$5,180.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$111,780.00	$91,363.00	$20,417.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$98,100.00	$80,182.00	$17,918.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$29,165.00	$23,838.00	$5,327.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$5,628.00	$4,600.00	$1,028.00

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Appendix D to Exhibit 18 – Disbursement Schedule for Project Area IBO-926

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq*.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq*.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq*.), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 18 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-926

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 18 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 19 –Subaward Conditions and Statement of Work for Project Area IBO-1081

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$0]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$0]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$0]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 19 - Specific Award Conditions for Project Area IBO-1081.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[100.00%]; [$8,647.00]
Total Project Cost = (subaward funds + match)	$8,647.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$0** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-1081 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 19**. The Project Area is depicted in the map in **Appendix A of this Exhibit 19**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 19**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $8,647.00, which is 100.00% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 100.00% for a total match of $8,647.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 19** in the area depicted in **Appendix A of this Exhibit 19**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 19**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 19 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 19;
- Appendix A to this Exhibit 19 – Map of Project Area IBO-1081;
- Appendix C to this Exhibit 19 – Budget for Project Area IBO-1081;
- Appendix E to this Exhibit 19 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1081;
- Appendix F to this Exhibit 19 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances
   - Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property

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- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 19 – Project Area
- Paragraph 5.B(2) of Exhibit 19 – Project Locations
- Paragraph 5.B(3) of Exhibit 19 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 19 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 19 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 19 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 19 – Access to Service
- Paragraph 5.B(5)e of Exhibit 19 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 19 – Wholesale Rate

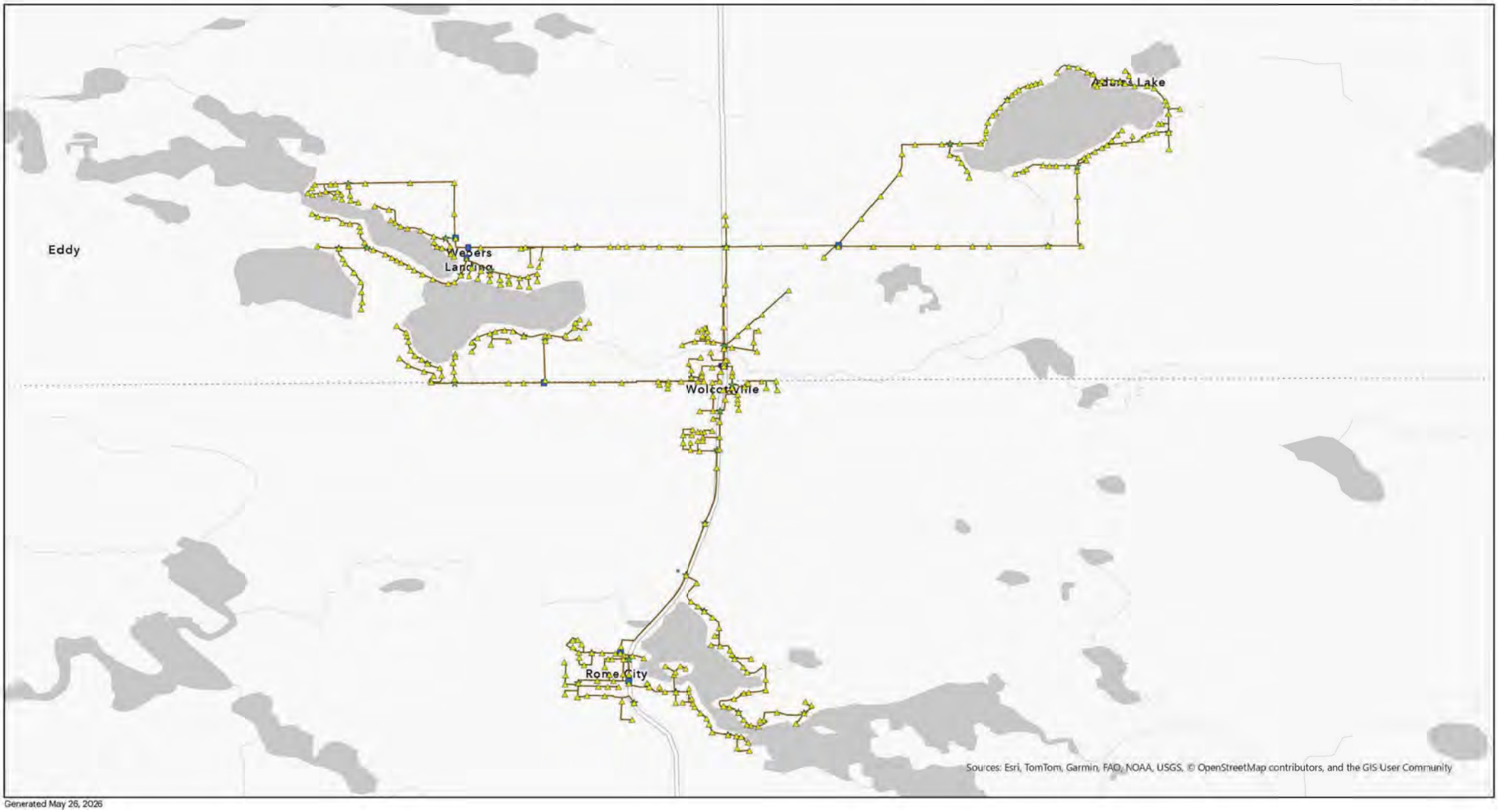
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Appendix A to Exhibit 19 – Map of Project Area IBO-1081

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IBO-1081



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Appendix B to Exhibit 19 – List of Locations in Project Area IBO-1081

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Brightspeed IBO-1081 Location List

1 locations

ID	Location ID	Is CAI	Technology	Upload	Download
f99ab71a47e696180c729b1eec60eac0	1413418344	No	Fiber	2000	2000

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Appendix C to Exhibit 19 – Budget for Project Area IBO-1081

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Permitting Costs	Permitting Costs	Professional Services	$503.00	$0.00	$503.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$2,092.00	$0.00	$2,092.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$1,836.00	$0.00	$1,836.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$570.00	$0.00	$570.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$0.00	$0.00	$0.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$628.00	$0.00	$628.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$272.00	$0.00	$272.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$594.00	$0.00	$594.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$0.00	$0.00	$0.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$12.00	$0.00	$12.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$45.00	$0.00	$45.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$296.00	$0.00	$296.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$422.00	$0.00	$422.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$226.00	$0.00	$226.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$531.00	$0.00	$531.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$0.00	$0.00	$0.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$620.00	$0.00	$620.00

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Appendix D to Exhibit 19 – Disbursement Schedule for Project Area IBO-1081

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq*.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq*.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq*.), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 19 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1081

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 19 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 20 –Subaward Conditions and Statement of Work for Project Area IBO-826

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$547,428.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$547,428.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$547,428.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 20 - Specific Award Conditions for Project Area IBO-826.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[77.70%]; [$1,907,881.00]
Total Project Cost = (subaward funds + match)	$2,455,309.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$547,428.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-826 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 20**. The Project Area is depicted in the map in **Appendix A of this Exhibit 20**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 20**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $1,907,881.00, which is 77.70% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 77.70% for a total match of $1,907,881.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 20** in the area depicted in **Appendix A of this Exhibit 20**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 20**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 20 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 20;
- Appendix A to this Exhibit 20 – Map of Project Area IBO-826;
- Appendix C to this Exhibit 20 – Budget for Project Area IBO-826;
- Appendix E to this Exhibit 20 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-826;
- Appendix F to this Exhibit 20 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances
   - Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property

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- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 20 – Project Area
- Paragraph 5.B(2) of Exhibit 20 – Project Locations
- Paragraph 5.B(3) of Exhibit 20 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 20 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 20 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 20 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 20 – Access to Service
- Paragraph 5.B(5)e of Exhibit 20 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 20 – Wholesale Rate

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Appendix A to Exhibit 20 – Map of Project Area IBO-826

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brightspeed

IBO-826

addr_point
central_office
dtap
oh_route
splice_closure
terminal
ug_route

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0 0.260.52 1.04 Miles



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Appendix B to Exhibit 20 – List of Locations in Project Area IBO-826

Brightspeed Location List

571 locations

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b45c239377a01b77f6d017ee5569d3c4	1137112188	No	Fiber	2000	2000
604c57701c223564283fd12ac1f59e4d	1137111392	No	Fiber	2000	2000
2ffe3bc1b91269c5b9fd212bd85d3ff5	1137111260	No	Fiber	2000	2000
6dfccdb47abdb2e3b754c8969906ae30	1137112087	No	Fiber	2000	2000
6cfc0240d468974cf93fc0a9aff2494b	1137111191	No	Fiber	2000	2000

ID	Location ID	Is CAI	Technology	Upload	Download
4438b457dde9a8e09dff1cdd72ad25ca	1137111395	No	Fiber	2000	2000
fdfe9b29f37fe55901778d0c622feee6	1137112184	No	Fiber	2000	2000
00131bd312819f5f4dfe36870769b4dc	1137111375	No	Fiber	2000	2000
37d536111caa4e115f9d37791a77cb85	1384719199	No	Fiber	2000	2000
2dbb4011f97a2a184925de553e6ded72	1137110985	No	Fiber	2000	2000
ef3a30ce3c9c0d30599b1a5d41450c62	1137112119	No	Fiber	2000	2000
eeada02f6b280cfc2b5ef9f82e533292	1137129809	No	Fiber	2000	2000
4cfb44877ab00c290502cec3f58cd9b6	1045132727	No	Fiber	2000	2000
2c871850835d198c3c9e7a19dec44d01	1137111275	No	Fiber	2000	2000
47c7b1683745ab6e91d7814e0db3c0c3	1137166187	No	Fiber	2000	2000
300079ef140349c55f7cdba31451a536	1137111575	No	Fiber	2000	2000
1d79fdf640e91f2dedd913db77a41ffe	1137111295	No	Fiber	2000	2000
a4a40da03334b1192a989d61545a5e17	1137129819	No	Fiber	2000	2000
45e4bcec17f1f4bc51a1ea368f8d1ffd	1045133990	No	Fiber	2000	2000
08daf089e375ac8e8f516d3491bc0d86	1137111533	No	Fiber	2000	2000
76c0f66c6498fe17c211479daa067049	1137111464	No	Fiber	2000	2000
95005b765006ff2c62a78ecdc233e525	1137129787	No	Fiber	2000	2000
8e333e86f627c523b37c58fe2838e67f	1137129810	No	Fiber	2000	2000
0360b02fafb03e55d5a34a2ff3e2cd83	1137129793	No	Fiber	2000	2000
2bd6d8be281fa66e41cec9177b7e1620	1137111350	No	Fiber	2000	2000
547a16b4666327217689736aa217e82a	1137111991	No	Fiber	2000	2000

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Appendix C to Exhibit 20 – Budget for Project Area IBO-826

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$451,512.00	$130,072.00	$321,440.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$63,000.00	$18,148.00	$44,852.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$7,875.00	$2,269.00	$5,606.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$13,897.00	$4,003.00	$9,894.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$152,441.00	$43,913.00	$108,528.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$55,320.00	$15,936.00	$39,384.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$177,600.00	$0.00	$177,600.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$134,045.00	$38,616.00	$95,429.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$25,326.00	$7,296.00	$18,030.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$29,250.00	$8,426.00	$20,824.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$377,428.00	$0.00	$377,428.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$20,545.00	$5,918.00	$14,627.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$1,680.00	$484.00	$1,196.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$6,898.00	$1,987.00	$4,911.00
Permitting Costs	Permitting Costs	Professional Services	$123,755.00	$35,651.00	$88,104.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$7,890.00	$2,273.00	$5,617.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$15,741.00	$4,534.00	$11,207.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$146,101.00	$42,089.00	$104,012.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$130,541.00	$37,606.00	$92,935.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$514,464.00	$148,207.00	$366,257.00

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Appendix D to Exhibit 20 – Disbursement Schedule for Project Area IBO-826

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 20 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-826

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 20 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 21 –Subaward Conditions and Statement of Work for Project Area IBO-923

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$163,349.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$163,349.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$163,349.00]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 21 - Specific Award Conditions for Project Area IBO-923.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[45.56%]; [$136,683.00]
Total Project Cost = (subaward funds + match)	$300,032.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$163,349.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-923 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 21**. The Project Area is depicted in the map in **Appendix A of this Exhibit 21**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 21**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $136,683.00, which is 45.56% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 45.56% for a total match of $136,683.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 21** in the area depicted in **Appendix A of this Exhibit 21**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 21**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 21 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 21;
- Appendix A to this Exhibit 21 – Map of Project Area IBO-923;
- Appendix C to this Exhibit 21 – Budget for Project Area IBO-923;
- Appendix E to this Exhibit 21 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-923;
- Appendix F to this Exhibit 21 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

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The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:
   - Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
   - Paragraph 32 of Attachment A – Encumbrances
   - Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property

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- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 21 – Project Area
- Paragraph 5.B(2) of Exhibit 21 – Project Locations
- Paragraph 5.B(3) of Exhibit 21 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 21 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 21 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 21 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 21 – Access to Service
- Paragraph 5.B(5)e of Exhibit 21 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 21 – Wholesale Rate

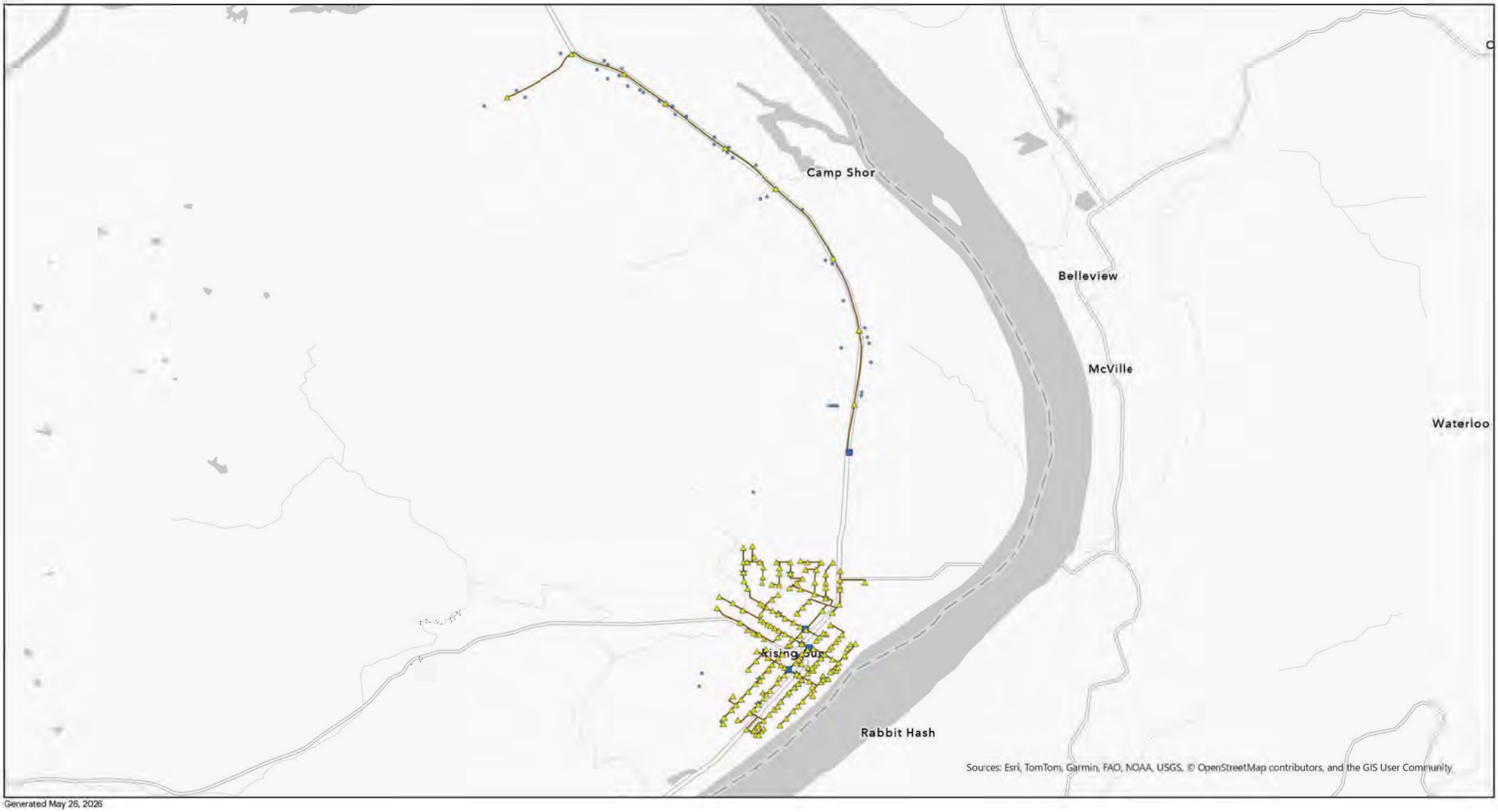
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Appendix A to Exhibit 21 – Map of Project Area IBO-923

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IBO-923



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Appendix B to Exhibit 21 – List of Locations in Project Area IBO-923

Brightspeed IBO-923 Location List

43 locations

ID	Location ID	Is CAI	Technology	Upload	Download
dfeaf3935e14b90f6e41e3adc5afe80b	1045897182	No	Fiber	2000	2000
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8a48a24c146f39fa37a7c45e50af86b7	1045898397	No	Fiber	2000	2000
ff0062190ad92a9793a16d349b412639	1045898284	No	Fiber	2000	2000
aacf0bb7ba97248dcb202b8eaf5dc71f	1045897148	No	Fiber	2000	2000
da5b3350fd36698e2f2779c8bdb88049	1045899639	No	Fiber	2000	2000
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2cad79c6dd5632a48c84075f06b20436	1045899098	No	Fiber	2000	2000
7f17fcc05f323ab51f05ff0d9d5652c3	1045898583	No	Fiber	2000	2000
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4777b031ff02cdcf41fa4d5521d4459b	1045897336	No	Fiber	2000	2000
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84a7e5d93fb6ede7f5df1eb8bb7ac39b	1045898494	No	Fiber	2000	2000
da7eef04f843bb660cda612f4bf835ff	1045897973	No	Fiber	2000	2000
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4723133b84c0e6f08e521dd0cb75446b	1045898206	No	Fiber	2000	2000
144ea3bdc855d66d6e53db9e4aa1356d	1045897150	No	Fiber	2000	2000
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f9af43576d314e06d4d8b2335ddee1d2	1045897453	No	Fiber	2000	2000
3e96bb5635cfcf1672ba50b5f36e8d9c	1045899726	No	Fiber	2000	2000
5717ddacdc286839d7e5d2cd3bd6d477	1045897719	No	Fiber	2000	2000
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Appendix C to Exhibit 21 – Budget for Project Area IBO-923

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$3,750.00	$2,353.00	$1,397.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$17,883.00	$11,222.00	$6,661.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$228.00	$143.00	$85.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$1,080.00	$678.00	$402.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$2,138.00	$1,342.00	$796.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$1,052.00	$660.00	$392.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$7,578.00	$4,757.00	$2,821.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$12,728.00	$0.00	$12,728.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$424.00	$267.00	$157.00
Permitting Costs	Permitting Costs	Professional Services	$16,953.00	$10,638.00	$6,315.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$20,015.00	$12,559.00	$7,456.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$9,000.00	$5,650.00	$3,350.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$70,480.00	$44,226.00	$26,254.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$61,848.00	$38,809.00	$23,039.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$18,335.00	$11,505.00	$6,830.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$3,283.00	$2,060.00	$1,223.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$3,291.00	$2,065.00	$1,226.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$27,004.00	$0.00	$27,004.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$2,079.00	$1,305.00	$774.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$20,883.00	$13,110.00	$7,773.00

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Appendix D to Exhibit 21 – Disbursement Schedule for Project Area IBO-923

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

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Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

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Appendix E to Exhibit 21 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-923

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Milestone	Planned Date to Submit	Actual Date Submitted	Date Accepted	Notes
Categorical Exclusion Review	4/1/2026			
Conduct Endangered Species Act (ESA) Section 7 obligations. This includes the use of the Information for Planning and Consultation (IPaC) tool and other relevant consultations	5/1/2026			
Conduct National Historic Preservation Act (NHPA) Section 106 Process. This includes any consultations required by Federal law, such as State Historic Preservation Office (SHPO)	5/1/2026			
Federal Agency Permits				
Bureau of Land Management (BLM) ROW Authorization				
Forest Service (FS) Special Uses				
Clean Water Act Section (CWA) 404 / Rivers and Harbors Act (RHA) Section 10 - General Permit				
Less Common Permits				
National Park Service (NPS) ROW				
U.S. Fish & Wildlife Service (USFWS) Special Uses Permit/ROW				
Army Corps of Engineers (USACE) Section 408				
Clean Water Act Section 401				
Bureau of Indian Affairs (BIA) ROW				
Bureau of Reclamation (BOR) ROW Authorization				
State Permits (This list includes the most common state permits but is not exhaustive. Please add rows for any additional permits as needed.)				
Use and Occupancy Permit (Fiber Optic on Freeways)	6/1/2026			
Railroad Crossing Permits	6/1/2026			
Utility Pole Attachment Permit	6/1/2026			
Local Permits (Please add rows to list the permit type, if applicable.)				
Private Authorizations (Please add rows to list the permit type, if applicable.)				

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Appendix F to Exhibit 21 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]

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Exhibit 22 –Subaward Conditions and Statement of Work for Project Area IBO-917

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Brightspeed (Connect Holding LLC)]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: JWYXBY1U3ML3
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$0]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$0]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$0]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 22 - Specific Award Conditions for Project Area IBO-917.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

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(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[100.00%]; [$278,598.00]
Total Project Cost = (subaward funds + match)	$278,598.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$0** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-917 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 22**. The Project Area is depicted in the map in **Appendix A of this Exhibit 22**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 22**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

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restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $278,598.00, which is 100.00% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) Brightspeed (Connect Holding LLC)/Private Funds; cash match at 100.00% for a total match of $278,598.00.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

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- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 22** in the area depicted in **Appendix A of this Exhibit 22**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 22**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

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business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

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outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

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party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

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(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

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7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

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B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 22 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Performance Bond.

A. Within sixty (60) days of entering into the Grant Agreement, the Subgrantee shall obtain a performance bond, which is acceptable in all aspects to the IBO and in a value of no less than 10% of the Subaward Amount.
B. If the Subgrantee fails to obtain a performance bond within sixty (60) days of entering into the Grant Agreement, this Subaward may be terminated.
C. The Subgrantee commits to maintain a performance bond in the amount of at least 10% of the Subaward Amount until it has demonstrated to the satisfaction of the IBO that it has completed the buildout of 100% of Project Locations or until the period of performance of the Subaward has ended, whichever occurs first.
D. The Subgrantee shall submit requests for payment of Subaward Funds no less frequently than every six months.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.
   (1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD
   (2) For Subgrantee: Marcy Mealy; marcy.mealy@brightspeed.com

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

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11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages or self-insurance where expressly permitted (as applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned, and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

The Subgrantee may satisfy this requirement through a commercially issued insurance policy or through a formal program of self-insurance, provided that the Subgrantee maintains financial capacity to satisfy claims in amounts not less than the minimum limits required herein and agrees that such self-insurance shall provide protection to the State equivalent to the coverage otherwise required.

The Subgrantee shall remain fully responsible for all acts, errors, and omissions arising from services performed under this Grant Agreement and shall defend, indemnify, and hold harmless the State of Indiana and its BEAD Office from any claims, damages, or liabilities arising therefrom and shall remain in effect for the term of the Grant Agreement and continue for a period of two (2) years after the date of service provided under this Grant Agreement for the benefit of the State.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets sufficient to satisfy the obligations under the Grant Agreement.
The Subgrantee shall maintain Cyber Liability insurance, or approved self-insurance shall, at all times, be maintained at levels sufficient to cover all reasonably foreseeable financial risks, losses, and liabilities identified or assessed in the

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Subgrantee's cybersecurity risk management plan and supply chain risk management (SCRM) plan.

Such coverage or financial responsibility shall address claims and costs arising from cybersecurity incidents affecting BEAD-funded infrastructure or services, that the Subgrantee is responsible and liable for pursuant to and in connection with the services agreed herein.

The limits of such insurance or self-insurance shall not be less than the minimum limits required under this Agreement and reasonably commensurate with the risks associated with the Subgrantee's cybersecurity obligations and operation of BEAD-funded broadband infrastructure.

Where the Subgrantee satisfies this requirement through self-insurance, the Subgrantee shall maintain financial capacity sufficient to satisfy claims arising from cyber incidents and shall remain fully responsible for all liabilities arising from its failure to comply with the cybersecurity and supply chain risk management requirements of this Agreement.

The Subgrantee's maintenance of cyber liability insurance or self-insurance shall not limit or reduce its indemnification obligations to the State of Indiana or the Indiana Broadband Office under this Agreement. The Subgrantee shall provide proof of such insurance coverage and self-insurance by tendering to the undersigned State representative (i) a certificate of insurance for all commercially procured coverages and (ii) the self-insurance certification and supporting documentation prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.
(3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.
(4) The insurance required in this Grant Agreement, through a policy or endorsement(s) or the self-insurance program, shall include a provision that the policy and endorsements may not be canceled or modified (or, in the case of self-insurance, that the self-insurance program may not be materially altered or discontinued) without thirty (30) days' prior written notice to the undersigned State agency.
(5) The Subgrantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. The Subgrantee shall furnish a certificate of insurance (or self-insurance certification) and all endorsements to the State before the commencement of this Grant Agreement.

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Failure to provide insurance as required under this Grant Agreement may constitute a material breach of contract, entitling the State to immediately terminate this Grant Agreement.

Evidence of Self-Insurance. Prior to commencement of the Grant Agreement and annually thereafter (or upon the State's reasonable request), the Subgrantee shall deliver to the State a written certification signed by its Chief Financial Officer (or equivalent officer) confirming that it maintains sufficient balance sheet liquidity and financial resources to fully satisfy claims up to the limits set forth in (a) and (b) above. The certification shall be accompanied by the Subgrantee's most recent audited financial statements (or other evidence satisfactory to the State) demonstrating adequate liquidity and net worth.

The Subgrantee shall provide the State at least thirty (30) days' prior written notice of any material change to its self-insurance program or financial condition that could reasonably impair its ability to satisfy claims hereunder.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 22;
- Appendix A to this Exhibit 22 – Map of Project Area IBO-917;
- Appendix C to this Exhibit 22 – Budget for Project Area IBO-917;
- Appendix E to this Exhibit 22 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-917;
- Appendix F to this Exhibit 22 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited

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permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;

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- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.