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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 22 – Project Area
- Paragraph 5.B(2) of Exhibit 22 – Project Locations
- Paragraph 5.B(3) of Exhibit 22 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 22 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 22 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 22 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 22 – Access to Service
- Paragraph 5.B(5)e of Exhibit 22 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 22 – Wholesale Rate

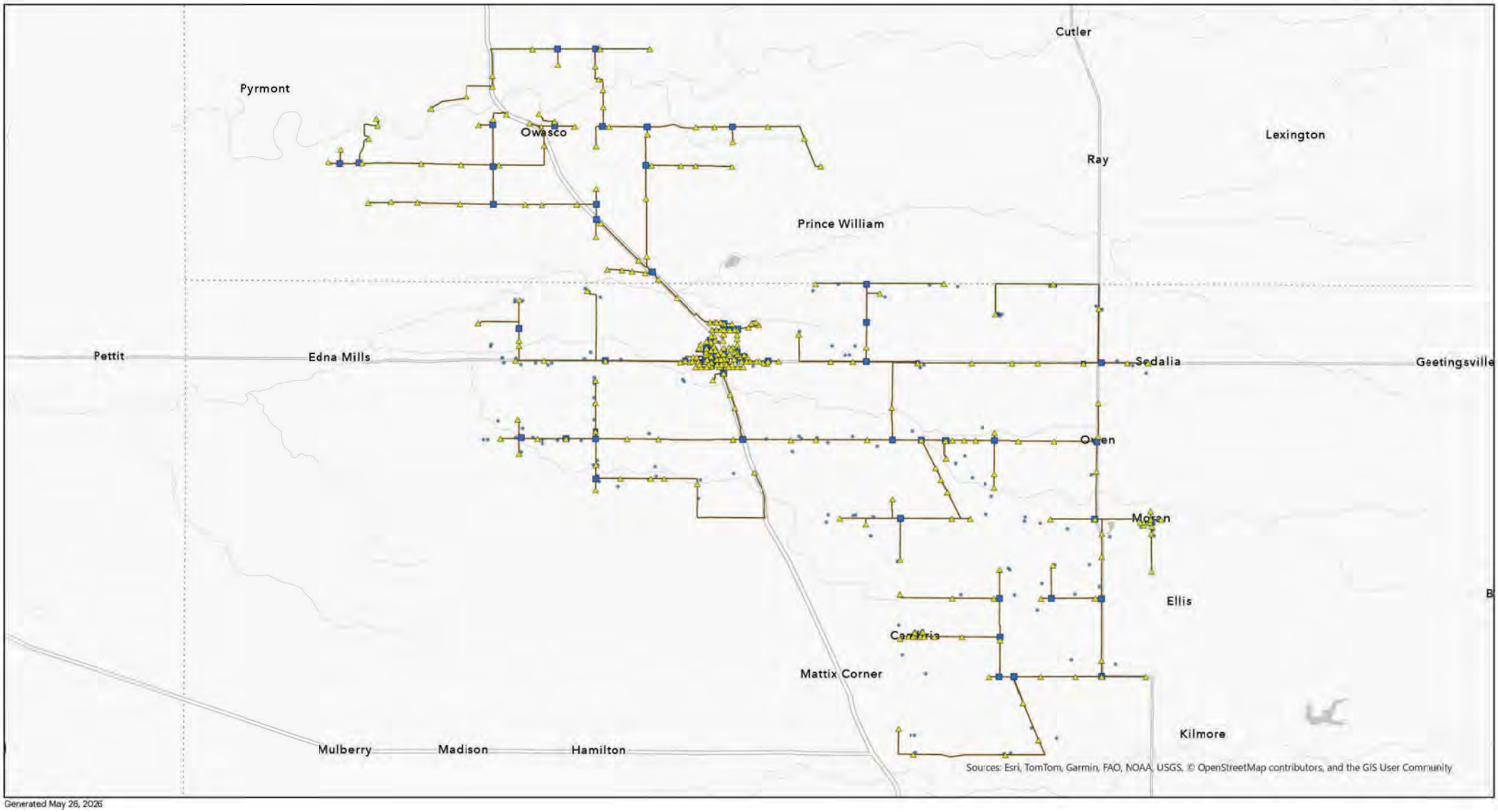
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Appendix A to Exhibit 22 – Map of Project Area IBO-917

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brightspeed

IBO-917



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Appendix B to Exhibit 22 – List of Locations in Project Area IBO-917

Brightspeed IBO-917 Location List

138 locations

ID	Location ID	Is CAI	Technology	Upload	Download
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Appendix C to Exhibit 22 – Budget for Project Area IBO-917

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	$4,500.00	$0.00	$4,500.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$585.00	$0.00	$585.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$34,596.00	$0.00	$34,596.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$10,260.00	$0.00	$10,260.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$1,876.00	$0.00	$1,876.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$90,432.00	$0.00	$90,432.00
Permitting Costs	Permitting Costs	Professional Services	$9,483.00	$0.00	$9,483.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$11,195.00	$0.00	$11,195.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$10,003.00	$0.00	$10,003.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$39,420.00	$0.00	$39,420.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$11,681.00	$0.00	$11,681.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$42,624.00	$0.00	$42,624.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$897.00	$0.00	$897.00

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

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$526.00	$0.00	$526.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$1,188.00	$0.00	$1,188.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$4,240.00	$0.00	$4,240.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$1,641.00	$0.00	$1,641.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$2,250.00	$0.00	$2,250.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$132.00	$0.00	$132.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$1,069.00	$0.00	$1,069.00

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

Appendix D to Exhibit 22 – Disbursement Schedule for Project Area IBO-917

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 22 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-917

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 22 – 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 23 –Subaward Conditions and Statement of Work for Project Area IBO-851

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 23 - Specific Award Conditions for Project Area IBO-851.
(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%]; [$205,987.00]
Total Project Cost = (subaward funds + match)	$205,987.00

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-851 ("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 23**. The Project Area is depicted in the map in **Appendix A of this Exhibit 23**, 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 23**, 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 $205,987.00, 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 $205,987.00.

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 23** in the area depicted in **Appendix A of this Exhibit 23**.
   (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 23**, 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 23 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 23;
- Appendix A to this Exhibit 23 – Map of Project Area IBO-851;
- Appendix C to this Exhibit 23 – Budget for Project Area IBO-851;
- Appendix E to this Exhibit 23 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-851;
- Appendix F to this Exhibit 23 – 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 23 – Project Area
- Paragraph 5.B(2) of Exhibit 23 – Project Locations
- Paragraph 5.B(3) of Exhibit 23 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 23 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 23 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 23 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 23 – Access to Service
- Paragraph 5.B(5)e of Exhibit 23 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 23 – Wholesale Rate

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Appendix A to Exhibit 23 – Map of Project Area IBO-851

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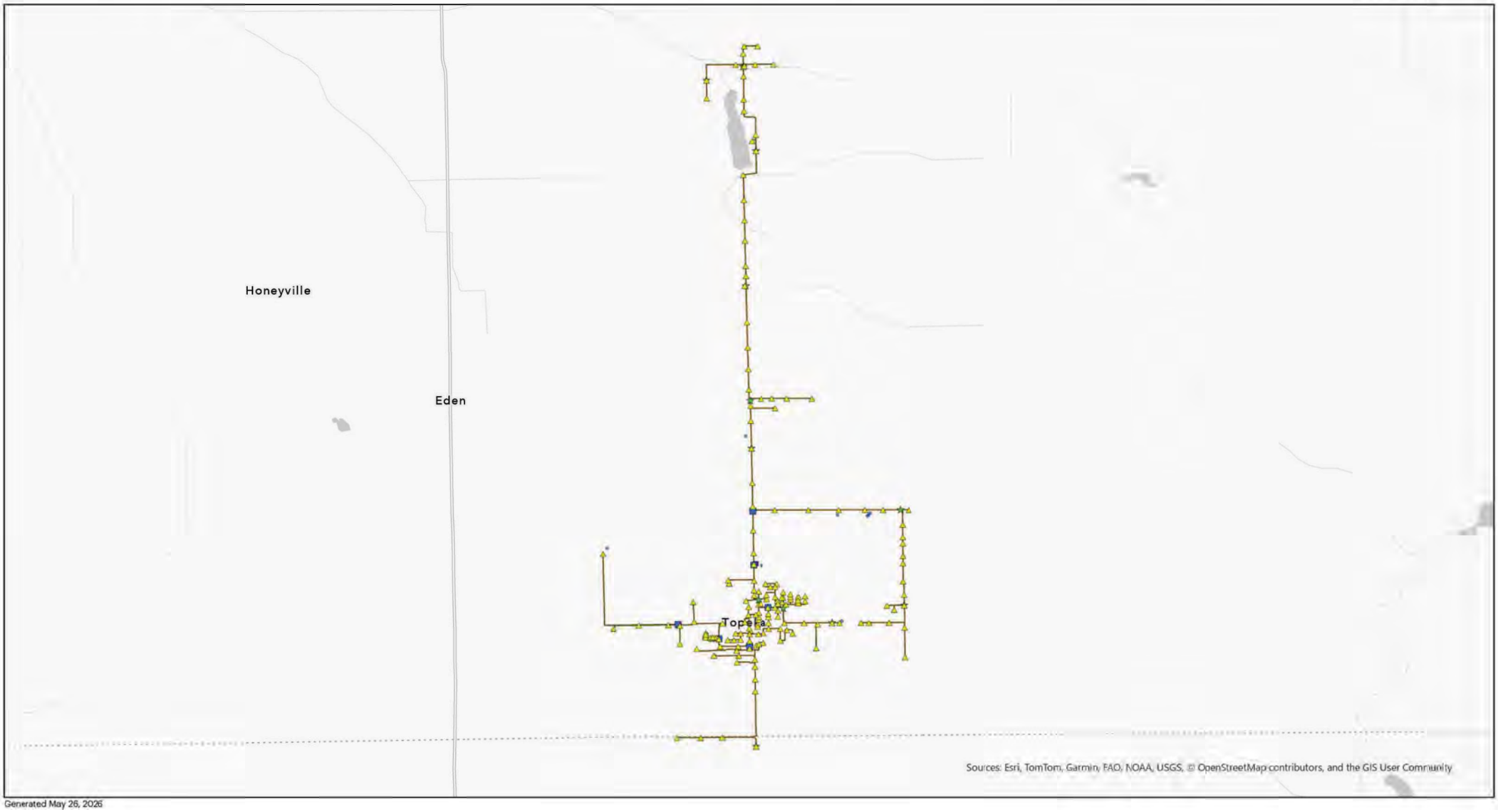
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Appendix B to Exhibit 23 – List of Locations in Project Area IBO-851

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Brightspeed IBO-851 Location List

9 locations

ID	Location ID	Is CAI	Technology	Upload	Download
50751b27a127f5273cf6bf8a0b5a8c81	1286970948	No	Fiber	2000	2000
640be997175b9f42fded798c8bc196e1	1286969517	No	Fiber	2000	2000
7721f39a221c5d7af31ce1fe39c92772	1286970977	No	Fiber	2000	2000
3caf8ae12f0d1088dab855303d4d147a	1286969921	No	Fiber	2000	2000
d7adb74fb4ae53dbc2f7fd01dc2a6b1d	1286971812	No	Fiber	2000	2000
907255202fdc99d5af09fb8123da51e6	1286971777	No	Fiber	2000	2000
52393ad10b268398e9159a8a6315c7a9	1286970703	No	Fiber	2000	2000
24d38c53b8f60b56fd4e0f8bac9036c2	1286971767	No	Fiber	2000	2000
12119eeacce6dcd9c38ee8e12e37179a	1286971823	No	Fiber	2000	2000

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Appendix C to Exhibit 23 – Budget for Project Area IBO-851

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Pole Attachments	Pole Make Ready Costs	Professional Services	$13,580.00	$0.00	$13,580.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$53,520.00	$0.00	$53,520.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$46,962.00	$0.00	$46,962.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$810.00	$0.00	$810.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$1,069.00	$0.00	$1,069.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$789.00	$0.00	$789.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$5,756.00	$0.00	$5,756.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$3,000.00	$0.00	$3,000.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$180.00	$0.00	$180.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$1,782.00	$0.00	$1,782.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$15,858.00	$0.00	$15,858.00
Permitting Costs	Permitting Costs	Professional Services	$12,874.00	$0.00	$12,874.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$2,664.00	$0.00	$2,664.00

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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	$1,537.00	$0.00	$1,537.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$15,198.00	$0.00	$15,198.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$13,965.00	$0.00	$13,965.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$2,814.00	$0.00	$2,814.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$5,652.00	$0.00	$5,652.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$1,977.00	$0.00	$1,977.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$6,000.00	$0.00	$6,000.00

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Appendix D to Exhibit 23 – Disbursement Schedule for Project Area IBO-851

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 23 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-851

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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 23 – 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 24 –Subaward Conditions and Statement of Work for Project Area IBO-169

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);	[$474,950.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$474,950.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$474,950.00]
(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 24 - Specific Award Conditions for Project Area IBO-169.
(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	[32.19%]; [$225,502.00]
Total Project Cost = (subaward funds + match)	$700,452.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$474,950.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-169 ("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 24**. The Project Area is depicted in the map in **Appendix A of this Exhibit 24**, 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 24**, 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 $225,502.00, which is 32.19% 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 32.19% for a total match of $225,502.00.

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 24** in the area depicted in **Appendix A of this Exhibit 24**.
   (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 24**, 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 24 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 24;
- Appendix A to this Exhibit 24 – Map of Project Area IBO-169;
- Appendix C to this Exhibit 24 – Budget for Project Area IBO-169;
- Appendix E to this Exhibit 24 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-169;
- Appendix F to this Exhibit 24 – 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 24 – Project Area
- Paragraph 5.B(2) of Exhibit 24 – Project Locations
- Paragraph 5.B(3) of Exhibit 24 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 24 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 24 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 24 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 24 – Access to Service
- Paragraph 5.B(5)e of Exhibit 24 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 24 – Wholesale Rate

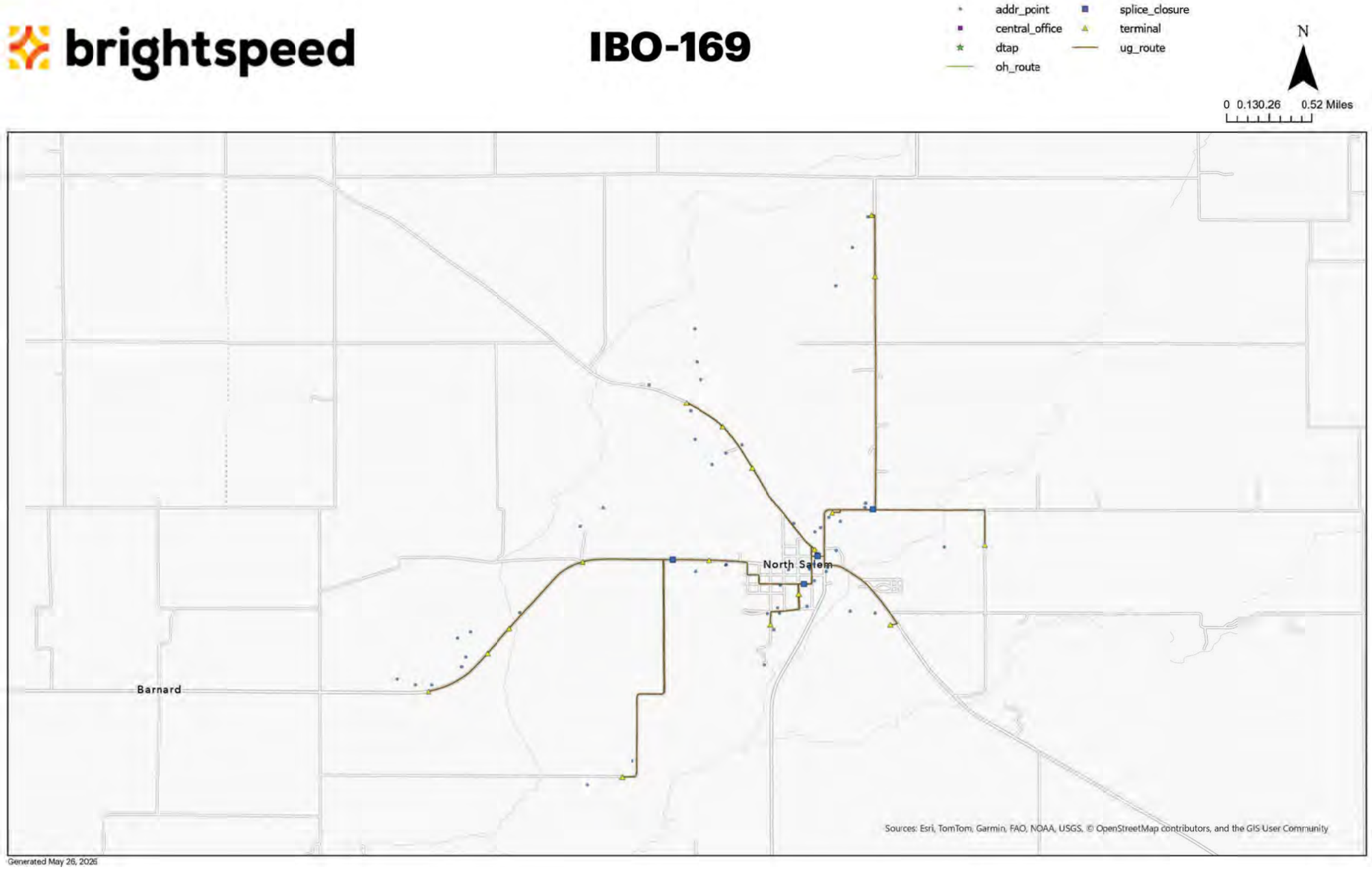
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Appendix A to Exhibit 24 – Map of Project Area IBO-169

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brightspeed

IBO-169



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Appendix B to Exhibit 24 – List of Locations in Project Area IBO-169

Brightspeed IBO-169 Location List

51 locations

ID	Location ID	Is CAI	Technology	Upload	Download
b1e69ad027ef65a3b49351aaa0125742	1086694079	No	Fiber	2000	2000
f48fbefd7718ec6ccd6a6d3d18ae18bc	1086694142	No	Fiber	2000	2000
18b1c780e063f8b34c283fc54e87d1ef	1086693845	No	Fiber	2000	2000
8def833655a46dda7120ebca6debd9d4	1086694042	No	Fiber	2000	2000
668e41c70a4593f1fd9596662ac67712	1086694131	No	Fiber	2000	2000
602215634fead4f6858f8f3ded3b70e3	1086693778	No	Fiber	2000	2000
83343200fa1d481f305ed1582bfad4cd	1086694268	No	Fiber	2000	2000
58d307fea90efd01454281d8b8d04b02	1086694307	No	Fiber	2000	2000
660b8a3133c22c9b82854d890908312d	1086694269	No	Fiber	2000	2000
81d643033da61198cc4c64f6858ba0fb	1086693596	No	Fiber	2000	2000
50a9ed2aba1212d3042b027c00c1ff6d	1086693772	No	Fiber	2000	2000
08750705a1cb8eb2beb5b52824552b6a	1086694326	No	Fiber	2000	2000
03172c0812b546cef5a3137f5d87b8e9	1086693729	No	Fiber	2000	2000
23d6f292b8dd3a29d32d88fbfe8a7925	1086694026	No	Fiber	2000	2000
b46c848bc01da35f27acdfddedab5599		Yes	Fiber	2000	2000
dbdd4d7d1128780a5e7830e09db78083	1086694005	No	Fiber	2000	2000
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b14c8c7e170b452c1876e023dc5dd015	1086694052	No	Fiber	2000	2000
ae8c1ba23832b8234e4c08b56631a238	1086693984	No	Fiber	2000	2000
5ccd2c22b754e4b841491f2250942210	1086693894	No	Fiber	2000	2000
bd4cd847b6bfe0d77d1bc309b5afaf64	1086693727	No	Fiber	2000	2000
f5b51d9c3574e6c7cab083f16d1f2faa	1086693745	No	Fiber	2000	2000
7d0af2827cdb02bdc2c5248b8fc4acc7	1086693582	No	Fiber	2000	2000
3acdf11b92e5fe2a07c12ee64260be04	1086693717	No	Fiber	2000	2000
0227f756c1e484fcaf302bc76315db18	1086694760	No	Fiber	2000	2000
da868c6c15b34aa8dd972d6bea72d09f	1086694617	No	Fiber	2000	2000
6b89375bc544acc0d241df1f3fb9aea3	1086693955	No	Fiber	2000	2000
9a1b6587adfb591050d6090279201568	1086694146	No	Fiber	2000	2000
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ac7327f71796fca1e9459576a1a18939	1086693580	No	Fiber	2000	2000
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797b699cc1b47a64cfd7e48d3fb9794b	1086693576	No	Fiber	2000	2000
4d795ecb4e6bb9b08e67f696573901df	1086693847	No	Fiber	2000	2000
2c3eea8530669b11188440f742fd902a	1086693581	No	Fiber	2000	2000
aca6966dfa6c62a41a3fe68c41a003e9	1086694303	No	Fiber	2000	2000
e17a396f2e3d9e25f088e5994dc87e98	1086693573	No	Fiber	2000	2000
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ID	Location ID	Is CAI	Technology	Upload	Download
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0cb0cf1b65ed3972bd0bf89a7e08cc92	1086693572	No	Fiber	2000	2000
999dbd773650242275722908c04db663	1086694607	No	Fiber	2000	2000
fe3f81d323dc67c85c34ce7c6d98e83d	1086694605	No	Fiber	2000	2000
3188d1d715ff592ad1baa10ea44108ba	1086694595	No	Fiber	2000	2000
5158e0faf16b3fecd41321f485d89d00	1086693728	No	Fiber	2000	2000
922ad1fd5b42afde8603d11ad97b6f63	1086693747	No	Fiber	2000	2000

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Appendix C to Exhibit 24 – Budget for Project Area IBO-169

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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	$5,345.00	$3,881.00	$1,464.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$14,800.00	$0.00	$14,800.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$1,148.00	$831.00	$317.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$44,946.00	$32,627.00	$12,319.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$8,911.00	$6,469.00	$2,442.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$31,400.00	$0.00	$31,400.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$6,429.00	$4,667.00	$1,762.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$50,304.00	$36,517.00	$13,787.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$2,630.00	$1,910.00	$720.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$5,346.00	$3,882.00	$1,464.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$52,487.00	$38,110.00	$14,377.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$19,048.00	$13,830.00	$5,218.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$22,500.00	$16,337.00	$6,163.00

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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	$2,700.00	$1,960.00	$740.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$46,170.00	$33,516.00	$12,654.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$10,500.00	$7,622.00	$2,878.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$576.00	$418.00	$158.00
Permitting Costs	Permitting Costs	Professional Services	$42,610.00	$30,931.00	$11,679.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$177,136.00	$128,586.00	$48,550.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$155,466.00	$112,856.00	$42,610.00

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Appendix D to Exhibit 24 – Disbursement Schedule for Project Area IBO-169

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 24 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-169

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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 24 – 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 25 –Subaward Conditions and Statement of Work for Project Area IBO-938

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);	[$316,929.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$316,929.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$316,929.00]
(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 25 - Specific Award Conditions for Project Area IBO-938.
(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	[25.00%]; [$105,643.00]
Total Project Cost = (subaward funds + match)	$422,572.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$316,929.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-938 ("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 25**. The Project Area is depicted in the map in **Appendix A of this Exhibit 25**, 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 25**, 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 $105,643.00, which is 25.00% 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 25.00% for a total match of $105,643.00.

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 25** in the area depicted in **Appendix A of this Exhibit 25**.
   (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 25**, 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 25 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 25;
- Appendix A to this Exhibit 25 – Map of Project Area IBO-938;
- Appendix C to this Exhibit 25 – Budget for Project Area IBO-938;
- Appendix E to this Exhibit 25 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-938;
- Appendix F to this Exhibit 25 – 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 25 – Project Area
- Paragraph 5.B(2) of Exhibit 25 – Project Locations
- Paragraph 5.B(3) of Exhibit 25 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 25 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 25 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 25 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 25 – Access to Service
- Paragraph 5.B(5)e of Exhibit 25 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 25 – Wholesale Rate

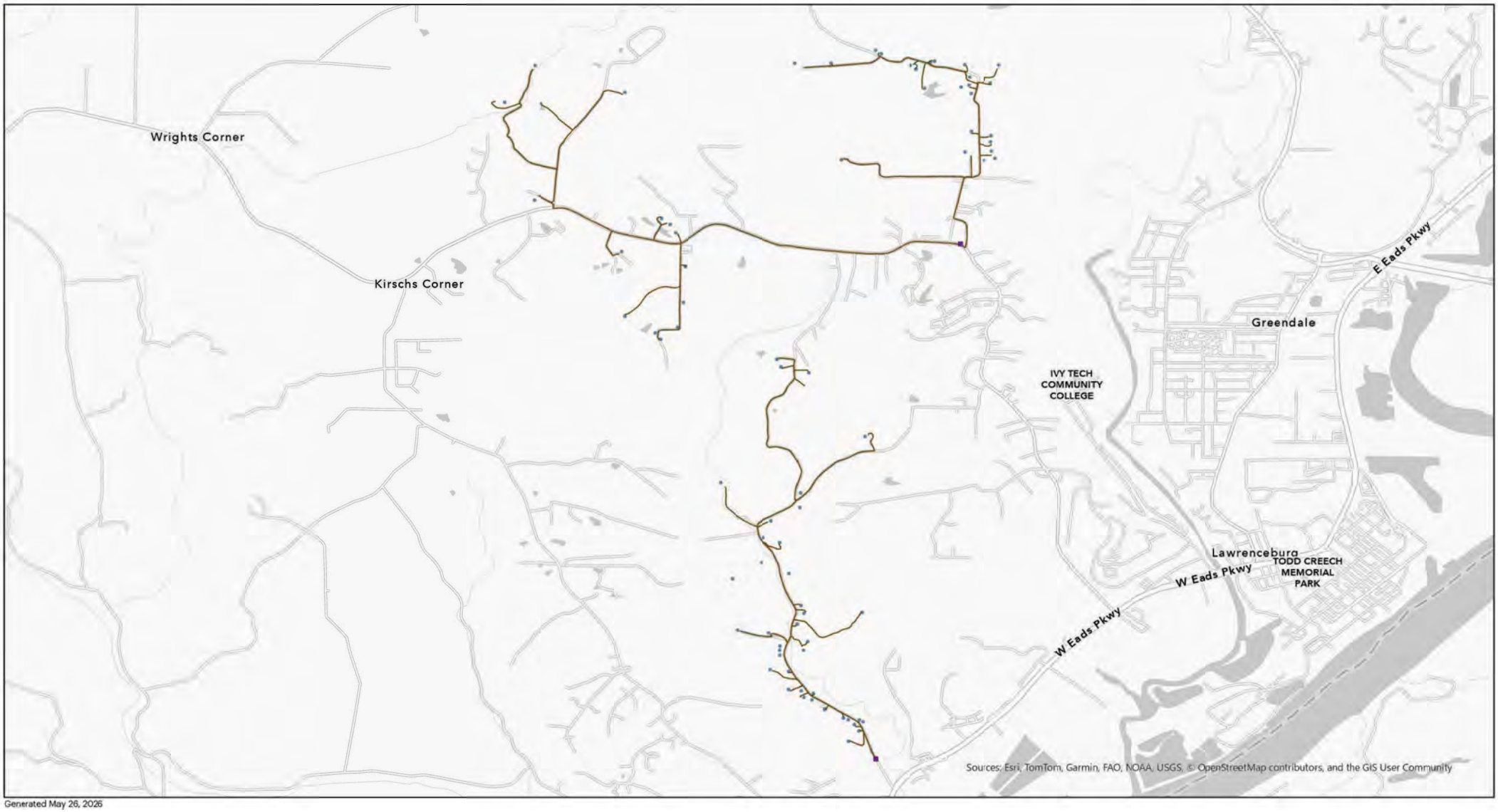
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Appendix A to Exhibit 25 – Map of Project Area IBO-938

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brightspeed

IBO-938



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Appendix B to Exhibit 25 – List of Locations in Project Area IBO-938

Brightspeed IBO-938 Location List

78 locations

ID	Location ID	Is CAI	Technology	Upload	Download
d6b5b9a6732a4b7e264ebc1a967e1d9a	1015008481	No	Fiber	2000	2000
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90ecd89d935b1b0484caa3ae97be8692	1015026871	No	Fiber	2000	2000
0c1fbb983a2d4c4faa708c4c80632501	1015023949	No	Fiber	2000	2000
cadc11a7072080e9b755efbed890674e	1015009617	No	Fiber	2000	2000
e75ea74f53e0de91782f0051eb1829c2	1015023954	No	Fiber	2000	2000
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49d3eebc98e42eec8265bee5cbd9cdb4	1015024143	No	Fiber	2000	2000
381c467ef0a347999dce89447686c293	1015026860	No	Fiber	2000	2000
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e896eef9e48f937da84ffe6b45db2bec	1015023950	No	Fiber	2000	2000
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bc02b76cf20c7b1b460de1f3caa05b5f	1015029709	No	Fiber	2000	2000
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d31f301f05b79cb27446202c86c977ea	1015009611	No	Fiber	2000	2000
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9578eb22bb226696f53edc8f175d5698	1015024151	No	Fiber	2000	2000

ID	Location ID	Is CAI	Technology	Upload	Download
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Appendix C to Exhibit 25 – Budget for Project Area IBO-938

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	$12,000.00	$10,885.00	$1,115.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$1,440.00	$1,306.00	$134.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$5,250.00	$4,759.00	$491.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$312.00	$283.00	$29.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$24,017.00	$21,772.00	$2,245.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$94,652.00	$85,803.00	$8,849.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$2,138.00	$1,939.00	$199.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$83,070.00	$75,304.00	$7,766.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$4,690.00	$4,252.00	$438.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$3,838.00	$3,480.00	$358.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$24,700.00	$22,391.00	$2,309.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$23,384.00	$0.00	$23,384.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$1,048.00	$952.00	$96.00
Permitting Costs	Permitting Costs	Professional Services	$22,769.00	$20,640.00	$2,129.00

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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	$49,612.00	$0.00	$49,612.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$26,880.00	$24,367.00	$2,513.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$1,578.00	$1,431.00	$147.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$2,970.00	$2,694.00	$276.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$28,046.00	$25,439.00	$2,607.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$10,178.00	$9,232.00	$946.00

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Appendix D to Exhibit 25 – Disbursement Schedule for Project Area IBO-938

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 25 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-938

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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 25 – 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 26 –Subaward Conditions and Statement of Work for Project Area IBO-1037

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 26 - Specific Award Conditions for Project Area IBO-1037.
(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%]; [$80,474.00]
Total Project Cost = (subaward funds + match)	$80,474.00

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-1037 ("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 26**. The Project Area is depicted in the map in **Appendix A of this Exhibit 26**, 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 26**, 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 $80,474.00, 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 $80,474.00.

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 26** in the area depicted in **Appendix A of this Exhibit 26**.
   (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 26**, 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 26 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 26;
- Appendix A to this Exhibit 26 – Map of Project Area IBO-1037;
- Appendix C to this Exhibit 26 – Budget for Project Area IBO-1037;
- Appendix E to this Exhibit 26 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1037;
- Appendix F to this Exhibit 26 – 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 26 – Project Area
- Paragraph 5.B(2) of Exhibit 26 – Project Locations
- Paragraph 5.B(3) of Exhibit 26 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 26 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 26 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 26 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 26 – Access to Service
- Paragraph 5.B(5)e of Exhibit 26 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 26 – Wholesale Rate

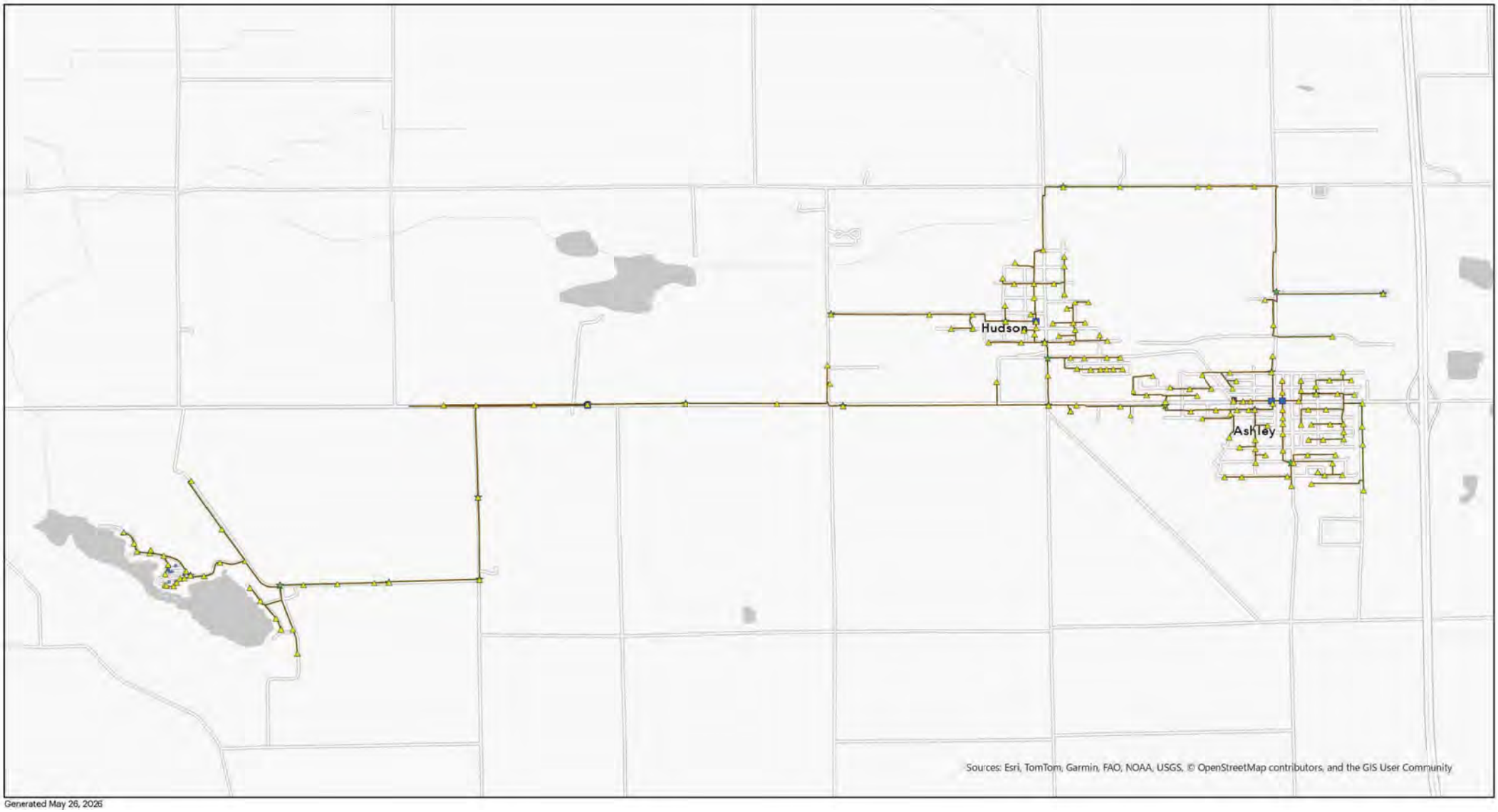
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Appendix A to Exhibit 26 – Map of Project Area IBO-1037

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brightspeed

IBO-1037



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Appendix B to Exhibit 26 – List of Locations in Project Area IBO-1037

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Brightspeed IBO-1037 Location List

8 locations

ID	Location ID	Is CAI	Technology	Upload	Download
5945f8a39ef2c2d361d1dbe86dc6e65c	1051642181	No	Fiber	2000	2000
458273f05e01a8682d4fe7c6b8a5ccfc	1413406026	No	Fiber	2000	2000
068fba6bcd3c48d4c4ddd6f3c93b9d20	1051642135	No	Fiber	2000	2000
018a4dce09977f7d8b0fbe2f97891381	1051642145	No	Fiber	2000	2000
62ca92db1baf4b6836fc84cd00af0cf6	1051642150	No	Fiber	2000	2000
49ffe45d1e499f69d22d92c56f5c2fcf	1051642119	No	Fiber	2000	2000
b546bf418f82ad316cd608d62707b572	1051642128	No	Fiber	2000	2000
c6e5ee1254870593b3e94094eea688ab	1413406034	No	Fiber	2000	2000

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Appendix C to Exhibit 26 – Budget for Project Area IBO-1037

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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	$594.00	$0.00	$594.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$5,863.00	$0.00	$5,863.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$2,032.00	$0.00	$2,032.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$0.00	$0.00	$0.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$938.00	$0.00	$938.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$1,500.00	$0.00	$1,500.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$60.00	$0.00	$60.00
Permitting Costs	Permitting Costs	Professional Services	$4,760.00	$0.00	$4,760.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$5,619.00	$0.00	$5,619.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$5,021.00	$0.00	$5,021.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$19,788.00	$0.00	$19,788.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$17,370.00	$0.00	$17,370.00
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	$3,000.00	$0.00	$3,000.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$5,130.00	$0.00	$5,130.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$2,128.00	$0.00	$2,128.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$5,024.00	$0.00	$5,024.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$315.00	$0.00	$315.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$1,069.00	$0.00	$1,069.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$263.00	$0.00	$263.00

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Appendix D to Exhibit 26 – Disbursement Schedule for Project Area IBO-1037

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 26 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1037

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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 26 – 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 27 –Subaward Conditions and Statement of Work for Project Area IBO-992

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);	[$675,092.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$675,092.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$675,092.00]
(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 27 - Specific Award Conditions for Project Area IBO-992.
(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	[57.60%]; [$917,045.00]
Total Project Cost = (subaward funds + match)	$1,592,137.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$675,092.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-992 ("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 27**. The Project Area is depicted in the map in **Appendix A of this Exhibit 27**, 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 27**, 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 $917,045.00, which is 57.60% 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 57.60% for a total match of $917,045.00.

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 27** in the area depicted in **Appendix A of this Exhibit 27**.
   (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 27**, 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 27 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 27;
- Appendix A to this Exhibit 27 – Map of Project Area IBO-992;
- Appendix C to this Exhibit 27 – Budget for Project Area IBO-992;
- Appendix E to this Exhibit 27 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-992;
- Appendix F to this Exhibit 27 – 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 27 – Project Area
- Paragraph 5.B(2) of Exhibit 27 – Project Locations
- Paragraph 5.B(3) of Exhibit 27 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 27 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 27 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 27 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 27 – Access to Service
- Paragraph 5.B(5)e of Exhibit 27 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 27 – Wholesale Rate

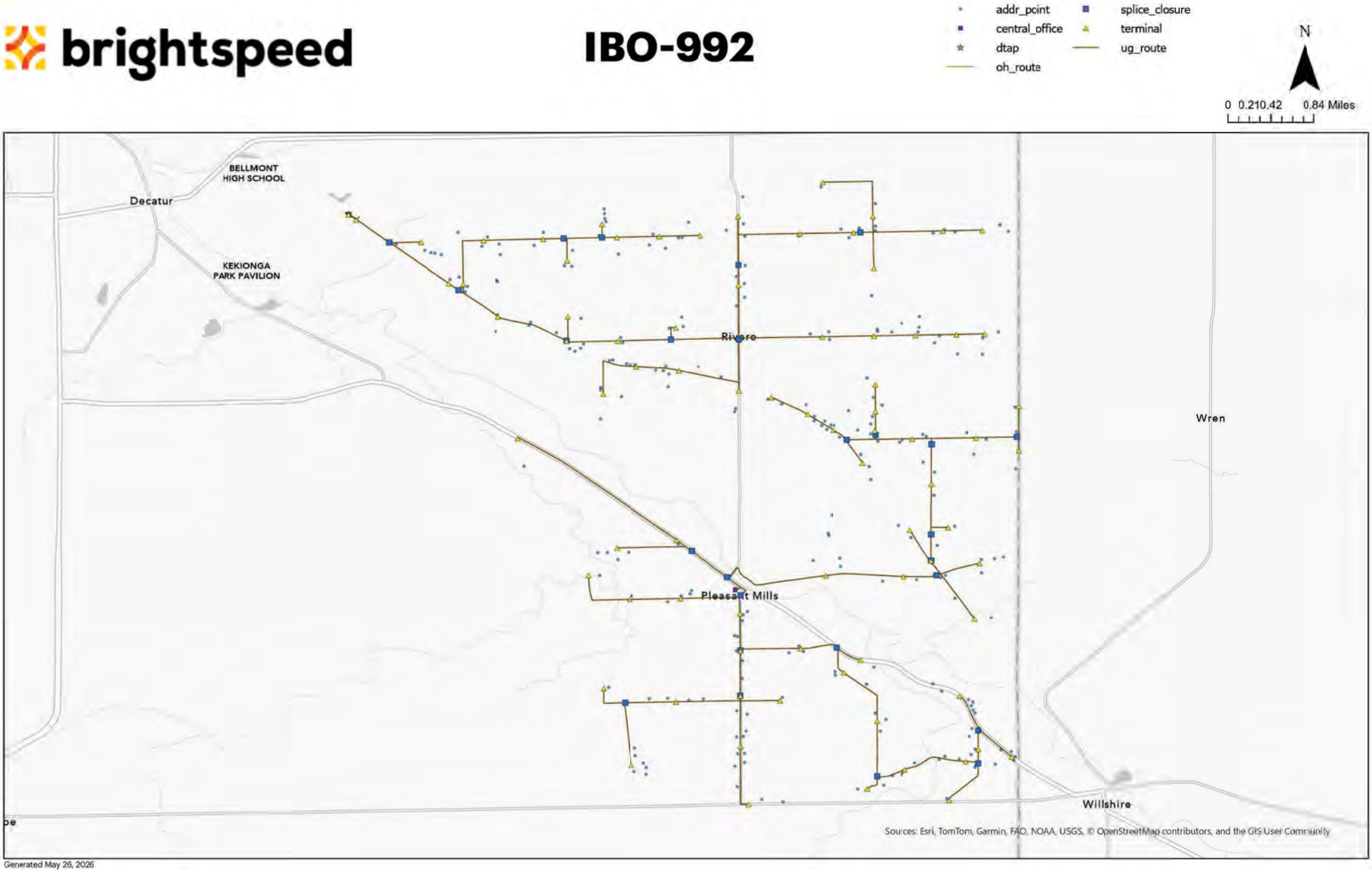
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Appendix A to Exhibit 27 – Map of Project Area IBO-992

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IBO-992



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Appendix B to Exhibit 27 – List of Locations in Project Area IBO-992

Brightspeed IBO-992 Location List

243 locations

ID	Location ID	Is CAI	Technology	Upload	Download
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4c763d66747c18c01f655e8cc6c63f6d	1144643483	No	Fiber	2000	2000
1afccfae16a9ed5977101d72cbce99cb	1144651639	No	Fiber	2000	2000
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70857061234c359e1e5b13622f1c64bd	1144643464	No	Fiber	2000	2000
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1cd20f158605e8160d3705ebb5519346	1144649214	No	Fiber	2000	2000
ada19e41441950cb2d21a7f3fe9215c9	1144647839	No	Fiber	2000	2000
4db071cdb6b1975dabc285e6fc8b2f7b	1144643477	No	Fiber	2000	2000
ce5f03efceef26c88793e8fe291ca5a3	1144648534	No	Fiber	2000	2000
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b88dfd0e85946ab24e0aa2aee01a6d87	1384962860	No	Fiber	2000	2000
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22580c82ddf8500ddaabf21d8c2cdca6	1144648517	No	Fiber	2000	2000
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Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Appendix C to Exhibit 27 – Budget for Project Area IBO-992

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

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
OLT Installation labor	Installation of OLT in the central office	Construction Services	$1,212.00	$599.00	$613.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$5,670.00	$2,804.00	$2,866.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$10,690.00	$5,286.00	$5,404.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$11,286.00	$5,581.00	$5,705.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$109,572.00	$54,183.00	$55,389.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$39,764.00	$19,663.00	$20,101.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$72,520.00	$0.00	$72,520.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$369,788.00	$182,770.00	$187,018.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$324,540.00	$160,406.00	$164,134.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$96,330.00	$47,612.00	$48,718.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$21,000.00	$10,379.00	$10,621.00
Permitting Costs	Permitting Costs	Professional Services	$88,953.00	$43,966.00	$44,987.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$105,015.00	$51,904.00	$53,111.00

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

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Pole Attachments	Pole Make Ready Costs	Professional Services	$93,830.00	$46,376.00	$47,454.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$5,523.00	$2,731.00	$2,792.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$18,291.00	$9,040.00	$9,251.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$153,860.00	$0.00	$153,860.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$14,715.00	$7,274.00	$7,441.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$4,578.00	$2,266.00	$2,312.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$45,000.00	$22,252.00	$22,748.00

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Appendix D to Exhibit 27 – Disbursement Schedule for Project Area IBO-992

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 27 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-992

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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 27 – 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 28 –Subaward Conditions and Statement of Work for Project Area IBO-1022

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);	[$36,087.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$36,087.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$36,087.00]
(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 28 - Specific Award Conditions for Project Area IBO-1022.
(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	[69.45%]; [$82,036.00]
Total Project Cost = (subaward funds + match)	$118,123.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$36,087.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-1022 ("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 28**. The Project Area is depicted in the map in **Appendix A of this Exhibit 28**, 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 28**, 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 $82,036.00, which is 69.45% 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 69.45% for a total match of $82,036.00.

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 28** in the area depicted in **Appendix A of this Exhibit 28**.
   (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 28**, 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 28 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 28;
- Appendix A to this Exhibit 28 – Map of Project Area IBO-1022;
- Appendix C to this Exhibit 28 – Budget for Project Area IBO-1022;
- Appendix E to this Exhibit 28 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1022;
- Appendix F to this Exhibit 28 – 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 28 – Project Area
- Paragraph 5.B(2) of Exhibit 28 – Project Locations
- Paragraph 5.B(3) of Exhibit 28 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 28 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 28 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 28 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 28 – Access to Service
- Paragraph 5.B(5)e of Exhibit 28 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 28 – Wholesale Rate

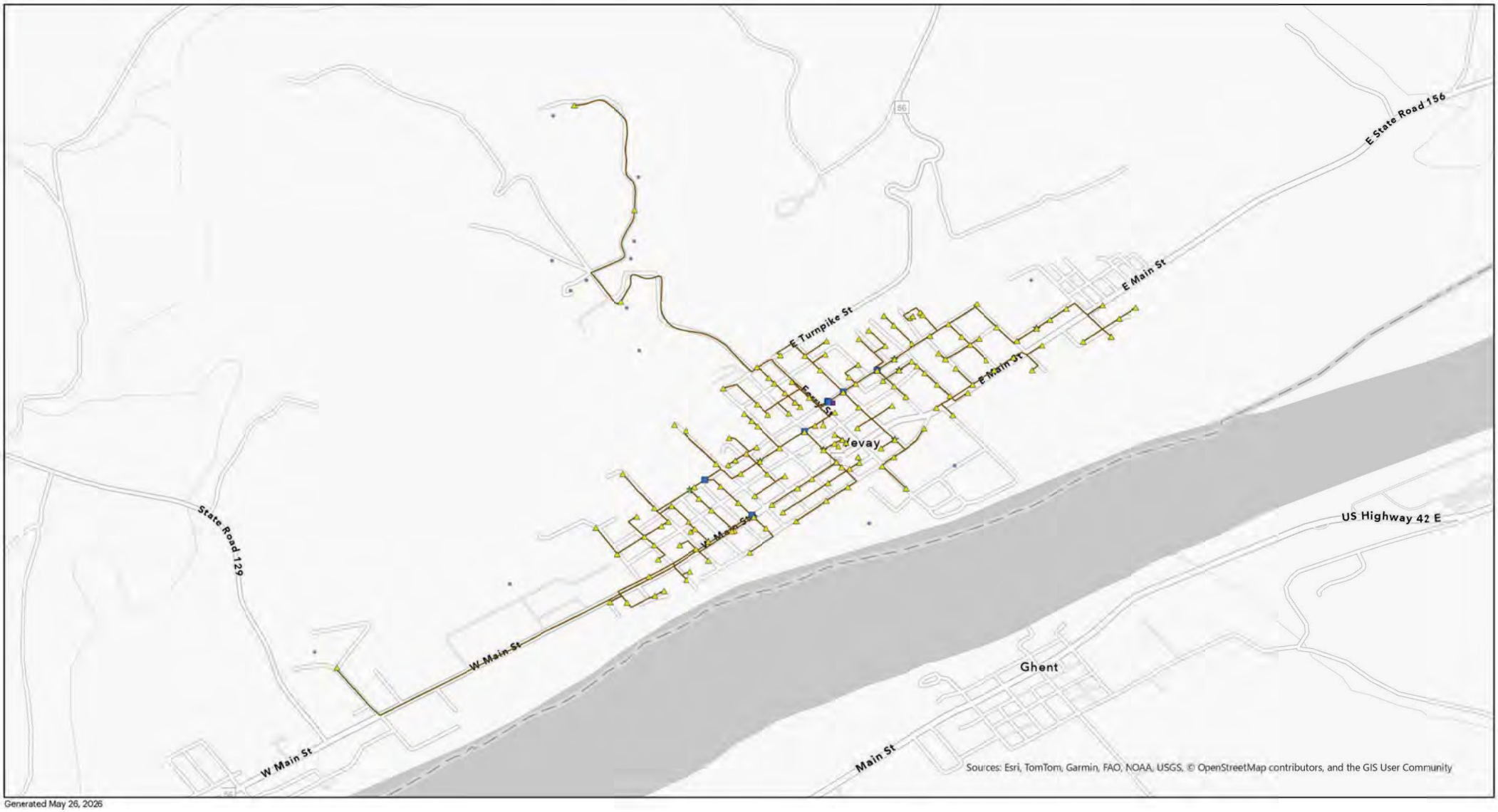
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Appendix A to Exhibit 28 – Map of Project Area IBO-1022

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brightspeed

IBO-1022



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Appendix B to Exhibit 28 – List of Locations in Project Area IBO-1022

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Brightspeed Location List

14 locations

ID	Location ID	Is CAI	Technology	Upload	Download
8b3673c15acb02d1274ed465ef8f5aec	1009936505	No	Fiber	2000	2000
9dcba4f1f2117c1beda019f3a5371176	1009936551	No	Fiber	2000	2000
213243c6a88647f0b87ae45ac0be5436	1009937270	No	Fiber	2000	2000
d26e7f865b4e7dc344f89e6691a39e85	1009937265	No	Fiber	2000	2000
1845a6d57d56562f74d305754c887701	1009937664	No	Fiber	2000	2000
66fa1dfcc77ce40ade97b523309913d1	1009937271	No	Fiber	2000	2000
37a1ca93ccfe18636556ff6941ea173b	1009937700	No	Fiber	2000	2000
ac9304cb135b0bf1f87244dce0014eb0	1009937266	No	Fiber	2000	2000
f4a8085099d18c2558a52bccb138abb1	1009937268	No	Fiber	2000	2000
127b31dadfc7b3856def834abc06f98c	1009937261	No	Fiber	2000	2000
c91e08045c3f5fbc42da552222222622	1009937707	No	Fiber	2000	2000
2d9730ce68882ea379cf7eb5ac9bed2e	1009937023	No	Fiber	2000	2000
a3bf1937127f479342e2729e065e12e2	1009937016	No	Fiber	2000	2000
77b8ac606bfd1b29b0370ddad1997efa	1009934565	No	Fiber	2000	2000

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Appendix C to Exhibit 28 – Budget for Project Area IBO-1022

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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	$3,000.00	$1,030.00	$1,970.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$450.00	$154.00	$296.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$1,069.00	$367.00	$702.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$526.00	$181.00	$345.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$891.00	$306.00	$585.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$4,144.00	$0.00	$4,144.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$440.00	$150.00	$290.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$1,500.00	$515.00	$985.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$1,250.00	$428.00	$822.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$96.00	$33.00	$63.00
Permitting Costs	Permitting Costs	Professional Services	$6,851.00	$2,350.00	$4,501.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$7,410.00	$2,542.00	$4,868.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$1,407.00	$483.00	$924.00

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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	$8,792.00	$0.00	$8,792.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$8,439.00	$2,896.00	$5,543.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$3,062.00	$1,051.00	$2,011.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$8,088.00	$2,775.00	$5,313.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$7,226.00	$2,479.00	$4,747.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$28,480.00	$9,770.00	$18,710.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$25,002.00	$8,577.00	$16,425.00

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Appendix D to Exhibit 28 – Disbursement Schedule for Project Area IBO-1022

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 28 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1022

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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 28 – 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 29 –Subaward Conditions and Statement of Work for Project Area IBO-886

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 29 - Specific Award Conditions for Project Area IBO-886.
(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%]; [$46,292.00]
Total Project Cost = (subaward funds + match)	$46,292.00

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-886 ("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 29**. The Project Area is depicted in the map in **Appendix A of this Exhibit 29**, 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 29**, 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 $46,292.00, 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 $46,292.00.

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 29** in the area depicted in **Appendix A of this Exhibit 29**.
   (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 29**, 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 29 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 29;
- Appendix A to this Exhibit 29 – Map of Project Area IBO-886;
- Appendix C to this Exhibit 29 – Budget for Project Area IBO-886;
- Appendix E to this Exhibit 29 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-886;
- Appendix F to this Exhibit 29 – 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 29 – Project Area
- Paragraph 5.B(2) of Exhibit 29 – Project Locations
- Paragraph 5.B(3) of Exhibit 29 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 29 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 29 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 29 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 29 – Access to Service
- Paragraph 5.B(5)e of Exhibit 29 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 29 – Wholesale Rate

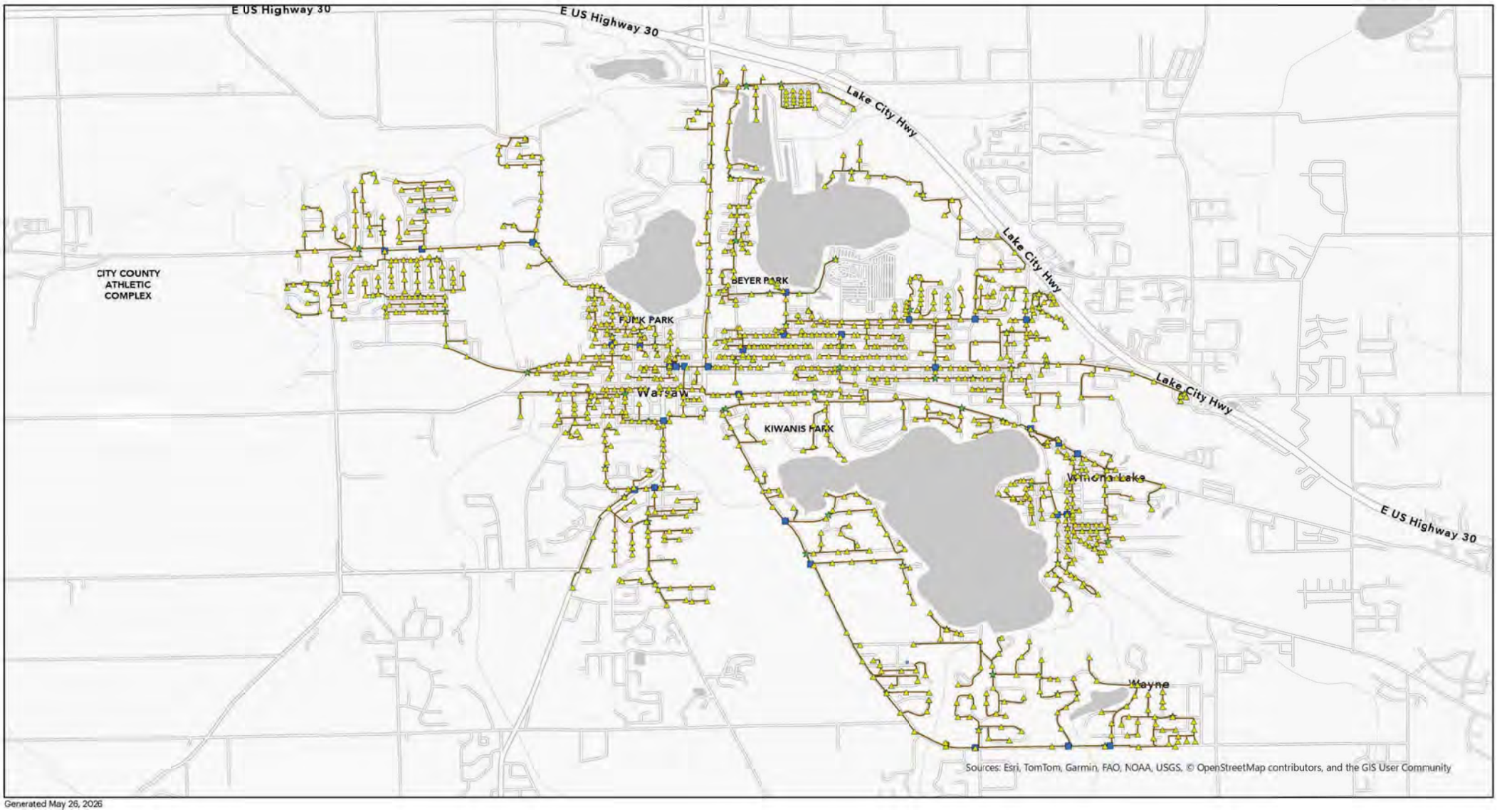
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Appendix A to Exhibit 29 – Map of Project Area IBO-886

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brightspeed

IBO-886



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Appendix B to Exhibit 29 – List of Locations in Project Area IBO-886

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Brightspeed IBO-886 Location List

2 locations

ID	Location ID	Is CAI	Technology	Upload	Download
283a03506e493c71020d940d70ddd163	1292832649	No	Fiber	2000	2000
a4fce105b1c2e7a5e514f404f478806e	1292829240	No	Fiber	2000	2000

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Appendix C to Exhibit 29 – Budget for Project Area IBO-886

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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
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$537.00	$0.00	$537.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$750.00	$0.00	$750.00
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	$36.00	$0.00	$36.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$455.00	$0.00	$455.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$3,053.00	$0.00	$3,053.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$3,135.00	$0.00	$3,135.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$469.00	$0.00	$469.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$263.00	$0.00	$263.00
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	$3,566.00	$0.00	$3,566.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$1,294.00	$0.00	$1,294.00
Permitting Costs	Permitting Costs	Professional Services	$2,894.00	$0.00	$2,894.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$3,417.00	$0.00	$3,417.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$12,032.00	$0.00	$12,032.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$10,566.00	$0.00	$10,566.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$592.00	$0.00	$592.00
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	$180.00	$0.00	$180.00

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Appendix D to Exhibit 29 – Disbursement Schedule for Project Area IBO-886

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 29 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-886

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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 29 – 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 30 –Subaward Conditions and Statement of Work for Project Area IBO-1001

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);	[$1,459.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$1,459.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$1,459.00]
(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 30 - Specific Award Conditions for Project Area IBO-1001.
(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	[98.74%]; [$114,716.00]
Total Project Cost = (subaward funds + match)	$116,175.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$1,459.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-1001 ("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 30**. The Project Area is depicted in the map in **Appendix A of this Exhibit 30**, 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 30**, 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 $114,716.00, which is 98.74% 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 98.74% for a total match of $114,716.00.

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 30** in the area depicted in **Appendix A of this Exhibit 30**.
   (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 30**, 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 30 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 30;
- Appendix A to this Exhibit 30 – Map of Project Area IBO-1001;
- Appendix C to this Exhibit 30 – Budget for Project Area IBO-1001;
- Appendix E to this Exhibit 30 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1001;
- Appendix F to this Exhibit 30 – 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 30 – Project Area
- Paragraph 5.B(2) of Exhibit 30 – Project Locations
- Paragraph 5.B(3) of Exhibit 30 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 30 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 30 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 30 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 30 – Access to Service
- Paragraph 5.B(5)e of Exhibit 30 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 30 – Wholesale Rate

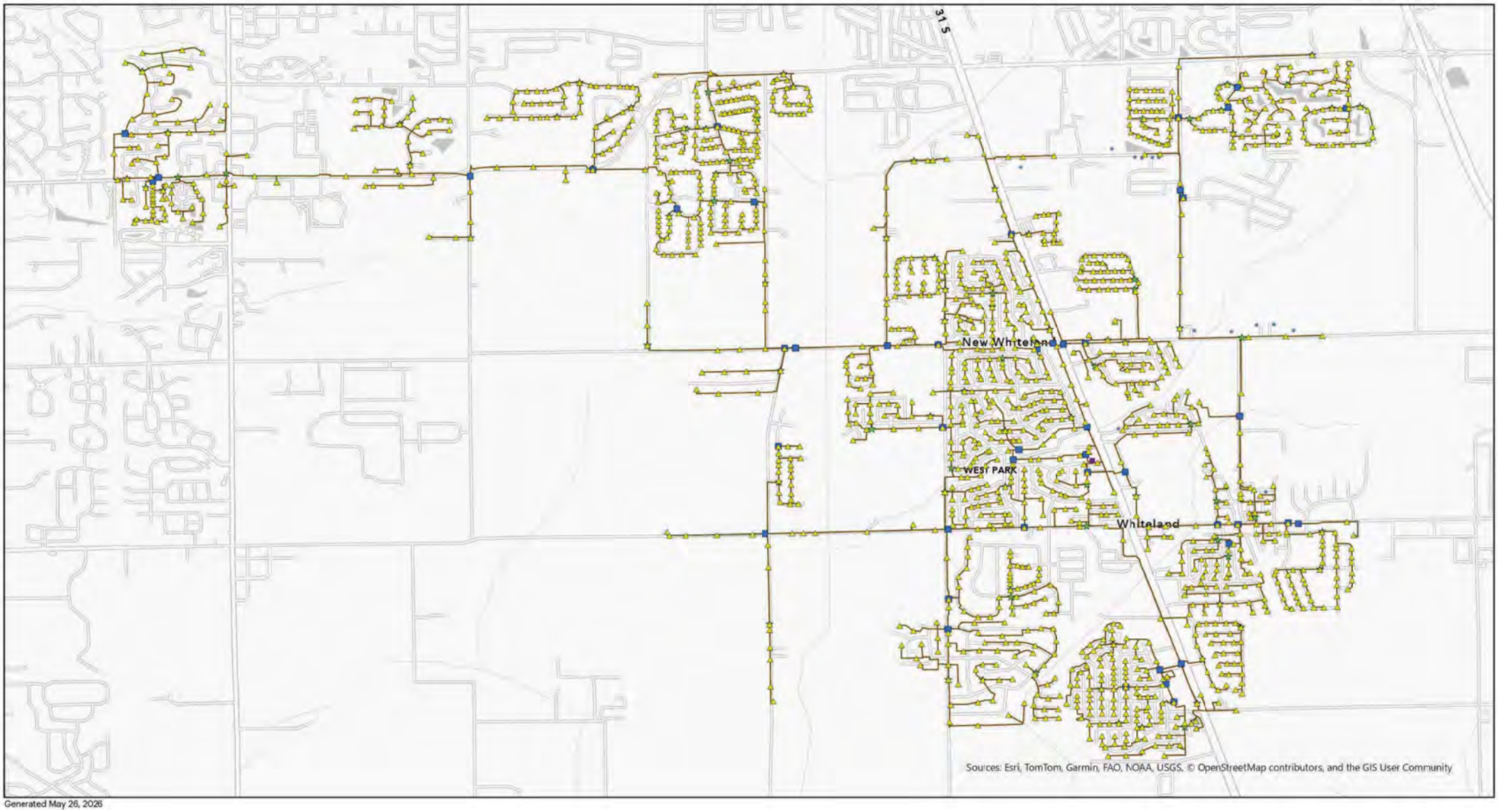
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Appendix A to Exhibit 30 – Map of Project Area IBO-1001

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brightspeed

IBO-1001



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Appendix B to Exhibit 30 – List of Locations in Project Area IBO-1001

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Brightspeed IBO-1001 Location List

13 locations

ID	Location ID	Is CAI	Technology	Upload	Download
0832d9501a26cc3c7853cd532fabf319	1043887481	No	Fiber	2000	2000
e649f6149756b5cc9a2f8cc53d4e529d	1043872181	No	Fiber	2000	2000
6f51f85a0c4d1604332a0b04e9758257	1043924966	No	Fiber	2000	2000
dfe3e77d149e8b0d6a82460a39c79d17	1043873549	No	Fiber	2000	2000
d8b17607a43261b8508c021268b08ae2	1043926555	No	Fiber	2000	2000
d912c23b2a51cb80231a269b07121d03	1043872190	No	Fiber	2000	2000
e69028d43c1472cab3ed316b6c70e52f	1043925658	No	Fiber	2000	2000
52fa049db328b9de7ae0dfa2ccdfb880	1043872197	No	Fiber	2000	2000
592fd2288b2c8b7063d2e71d85e81683	1043872170	No	Fiber	2000	2000
ec172c1f5add15fe8bce5dbade7b314e	1043872236	No	Fiber	2000	2000
73c4797e1bf62efba35750ff78a8d184	1043873562	No	Fiber	2000	2000
7cff41666902486a0e449bd6ea837d4b	1043873553	No	Fiber	2000	2000
c29d943012fa4120f2834880d79d9276	1043873558	No	Fiber	2000	2000

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Appendix C to Exhibit 30 – Budget for Project Area IBO-1001

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Pole Attachments	Pole Make Ready Costs	Professional Services	$7,093.00	$100.00	$6,993.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$27,952.00	$395.00	$27,557.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$891.00	$13.00	$878.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$1,069.00	$15.00	$1,054.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$526.00	$7.00	$519.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$96.00	$1.00	$95.00
Permitting Costs	Permitting Costs	Professional Services	$6,724.00	$95.00	$6,629.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$7,938.00	$112.00	$7,826.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$8,792.00	$0.00	$8,792.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$1,134.00	$17.00	$1,117.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$4,144.00	$0.00	$4,144.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$3,006.00	$42.00	$2,964.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$24,534.00	$347.00	$24,187.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$7,315.00	$103.00	$7,212.00

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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	$450.00	$6.00	$444.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$3,000.00	$42.00	$2,958.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$8,283.00	$117.00	$8,166.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$321.00	$6.00	$315.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$1,500.00	$21.00	$1,479.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$1,407.00	$20.00	$1,387.00

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Appendix D to Exhibit 30 – Disbursement Schedule for Project Area IBO-1001

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 30 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1001

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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 30 – 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 31 –Subaward Conditions and Statement of Work for Project Area IBO-910

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);	[$828,316.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$828,316.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$828,316.00]
(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 31 - Specific Award Conditions for Project Area IBO-910.
(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	[65.34%]; [$1,561,605.00]
Total Project Cost = (subaward funds + match)	$2,389,921.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$828,316.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-910 ("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 31**. The Project Area is depicted in the map in **Appendix A of this Exhibit 31**, 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 31**, 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 $1,561,605.00, which is 65.34% 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 65.34% for a total match of $1,561,605.00.

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 31** in the area depicted in **Appendix A of this Exhibit 31**.
   (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 31**, 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 31 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 31;
- Appendix A to this Exhibit 31 – Map of Project Area IBO-910;
- Appendix C to this Exhibit 31 – Budget for Project Area IBO-910;
- Appendix E to this Exhibit 31 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-910;
- Appendix F to this Exhibit 31 – 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 31 – Project Area
- Paragraph 5.B(2) of Exhibit 31 – Project Locations
- Paragraph 5.B(3) of Exhibit 31 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 31 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 31 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 31 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 31 – Access to Service
- Paragraph 5.B(5)e of Exhibit 31 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 31 – Wholesale Rate

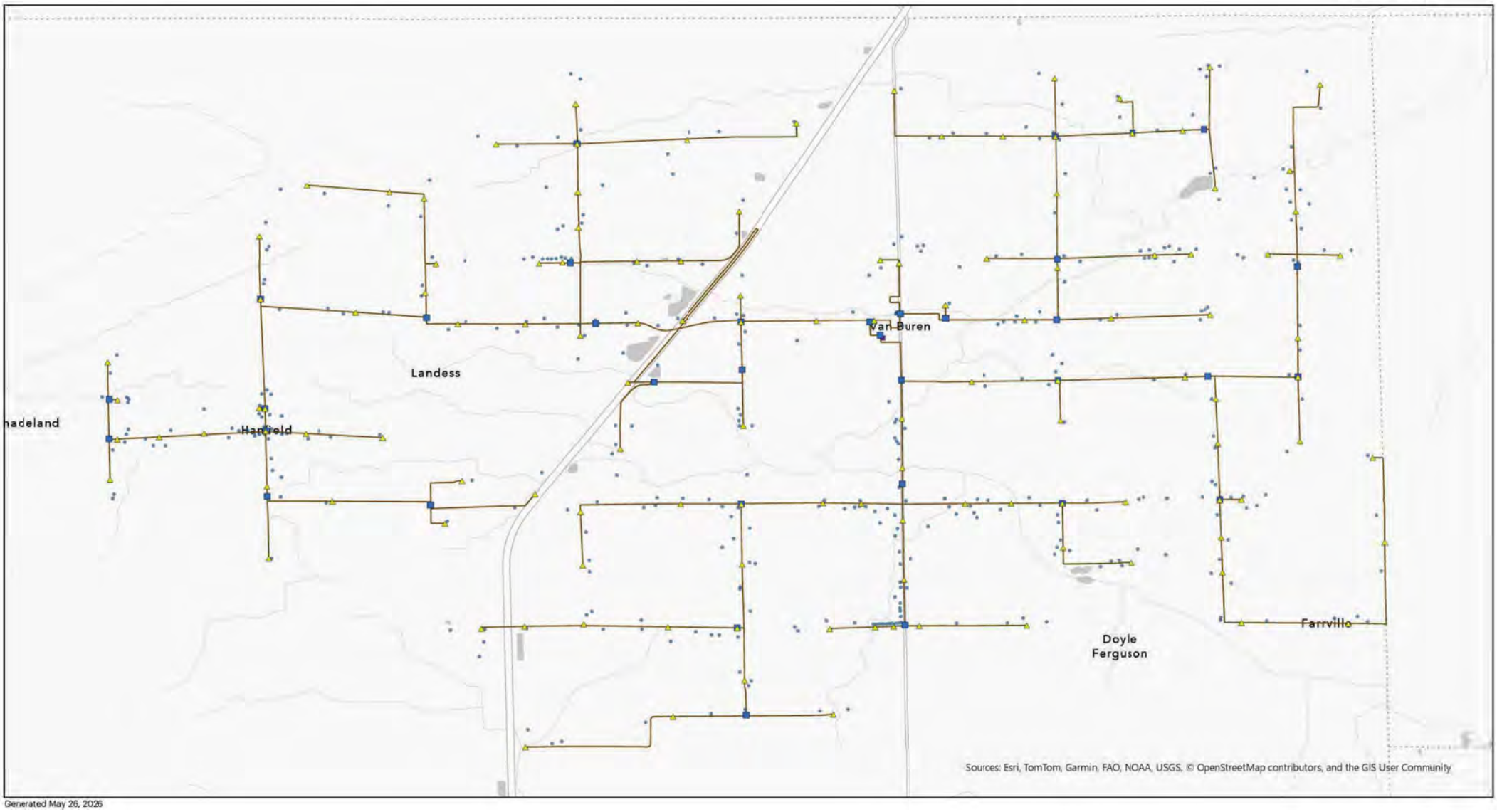
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Appendix A to Exhibit 31 – Map of Project Area IBO-910

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IBO-910



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Appendix B to Exhibit 31 – List of Locations in Project Area IBO-910

Brightspeed IBO-910 Location List

387 locations

ID	Location ID	Is CAI	Technology	Upload	Download
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d1fde370f5a1f80aabd35368f08bef9a	1045112765	No	Fiber	2000	2000
a3054dbd65ff0f789a991a4f7b2d6270	1045113356	No	Fiber	2000	2000
35ae66344610f0c37083d4a4a29583d0	1045112759	No	Fiber	2000	2000
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24cb071d35f4d2e3541b6010044953b6	1045113652	No	Fiber	2000	2000
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7c7242c557d1c5fbdbea29c3e5149378	1045130678	No	Fiber	2000	2000
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d01509c34acdfdec772304cb7d0d3b4f	1045113760	No	Fiber	2000	2000
671c5925753bdc80af86b7e0508ba27b	1045113761	No	Fiber	2000	2000
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Appendix C to Exhibit 31 – Budget for Project Area IBO-910

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

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$31,500.00	$12,867.00	$18,633.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$1,800.00	$735.00	$1,065.00
Permitting Costs	Permitting Costs	Professional Services	$132,067.00	$53,944.00	$78,123.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$162,680.00	$66,427.00	$96,253.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$27,202.00	$11,111.00	$16,091.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$246,176.00	$0.00	$246,176.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$67,500.00	$27,562.00	$39,938.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$155,914.00	$63,685.00	$92,229.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$139,309.00	$56,902.00	$82,407.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$549,020.00	$224,253.00	$324,767.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$21,429.00	$8,753.00	$12,676.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$59,036.00	$24,106.00	$34,930.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$6,914.00	$2,823.00	$4,091.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$481,842.00	$196,814.00	$285,028.00

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$143,070.00	$58,438.00	$84,632.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$115,736.00	$0.00	$115,736.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$16,929.00	$6,913.00	$10,016.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$8,415.00	$3,436.00	$4,979.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$14,966.00	$6,111.00	$8,855.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$8,416.00	$3,436.00	$4,980.00

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Appendix D to Exhibit 31 – Disbursement Schedule for Project Area IBO-910

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 31 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-910

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 31 – 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 32 –Subaward Conditions and Statement of Work for Project Area IBO-872

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);	[$1,124,660.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$1,124,660.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$1,124,660.00]
(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 32 - Specific Award Conditions for Project Area IBO-872.
(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	[65.84%]; [$2,167,287.00]
Total Project Cost = (subaward funds + match)	$3,291,947.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$1,124,660.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-872 ("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 32**. The Project Area is depicted in the map in **Appendix A of this Exhibit 32**, 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 32**, 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 $2,167,287.00, which is 65.84% 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 65.84% for a total match of $2,167,287.00.

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 32** in the area depicted in **Appendix A of this Exhibit 32**.
   (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 32**, 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 32 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 32;
- Appendix A to this Exhibit 32 – Map of Project Area IBO-872;
- Appendix C to this Exhibit 32 – Budget for Project Area IBO-872;
- Appendix E to this Exhibit 32 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-872;
- Appendix F to this Exhibit 32 – 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 32 – Project Area
- Paragraph 5.B(2) of Exhibit 32 – Project Locations
- Paragraph 5.B(3) of Exhibit 32 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 32 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 32 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 32 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 32 – Access to Service
- Paragraph 5.B(5)e of Exhibit 32 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 32 – Wholesale Rate

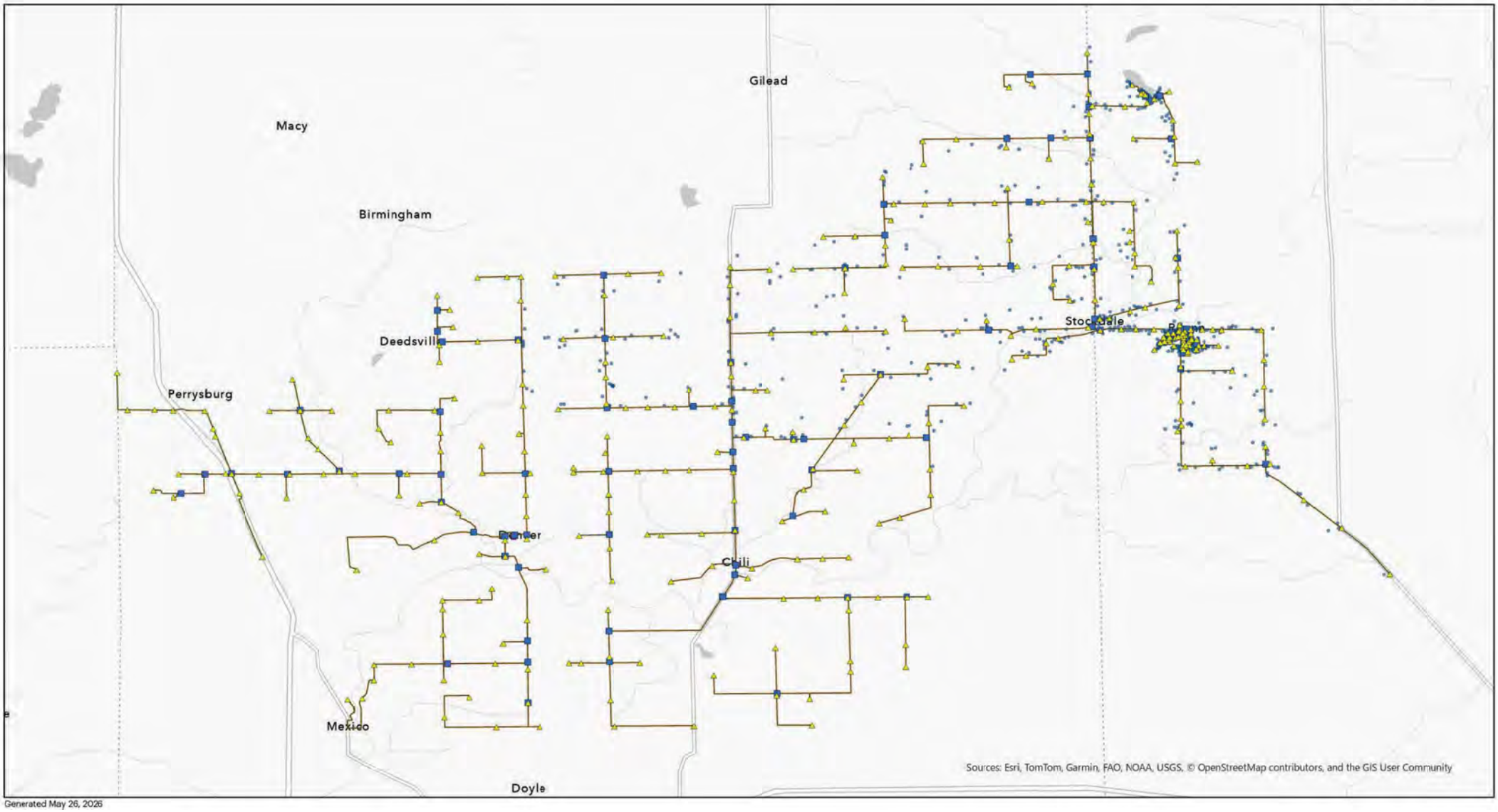
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Appendix A to Exhibit 32 – Map of Project Area IBO-872

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brightspeed

IBO-872



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Appendix B to Exhibit 32 – List of Locations in Project Area IBO-872

Brightspeed IBO-872 Location List

715 locations

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Appendix C to Exhibit 32 – Budget for Project Area IBO-872

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Permitting Costs	Permitting Costs	Professional Services	$169,460.00	$73,244.00	$96,216.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$200,059.00	$86,469.00	$113,590.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$178,752.00	$77,260.00	$101,492.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$469,116.00	$0.00	$469,116.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$27,663.00	$11,956.00	$15,707.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$704,468.00	$304,483.00	$399,985.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$618,264.00	$267,225.00	$351,039.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$183,540.00	$79,329.00	$104,211.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$19,242.00	$8,318.00	$10,924.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$10,783.00	$4,661.00	$6,122.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$208,740.00	$90,232.00	$118,508.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$8,301.00	$3,589.00	$4,712.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$87,000.00	$37,607.00	$49,393.00

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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	$10,800.00	$4,668.00	$6,132.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$2,304.00	$996.00	$1,308.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$34,706.00	$15,001.00	$19,705.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$75,752.00	$32,745.00	$43,007.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$220,816.00	$0.00	$220,816.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$21,681.00	$9,372.00	$12,309.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$40,500.00	$17,505.00	$22,995.00

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Appendix D to Exhibit 32 – Disbursement Schedule for Project Area IBO-872

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 32 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-872

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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 32 – 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 33 –Subaward Conditions and Statement of Work for Project Area IBO-888

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);	[$154,106.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$154,106.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$154,106.00]
(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 33 - Specific Award Conditions for Project Area IBO-888.
(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	[73.53%]; [$428,048.00]
Total Project Cost = (subaward funds + match)	$582,154.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$154,106.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-888 ("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 33**. The Project Area is depicted in the map in **Appendix A of this Exhibit 33**, 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 33**, 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 $428,048.00, which is 73.53% 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 73.53% for a total match of $428,048.00.

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 33** in the area depicted in **Appendix A of this Exhibit 33**.
   (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 33**, 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 33 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 33;
- Appendix A to this Exhibit 33 – Map of Project Area IBO-888;
- Appendix C to this Exhibit 33 – Budget for Project Area IBO-888;
- Appendix E to this Exhibit 33 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-888;
- Appendix F to this Exhibit 33 – 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 33 – Project Area
- Paragraph 5.B(2) of Exhibit 33 – Project Locations
- Paragraph 5.B(3) of Exhibit 33 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 33 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 33 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 33 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 33 – Access to Service
- Paragraph 5.B(5)e of Exhibit 33 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 33 – Wholesale Rate

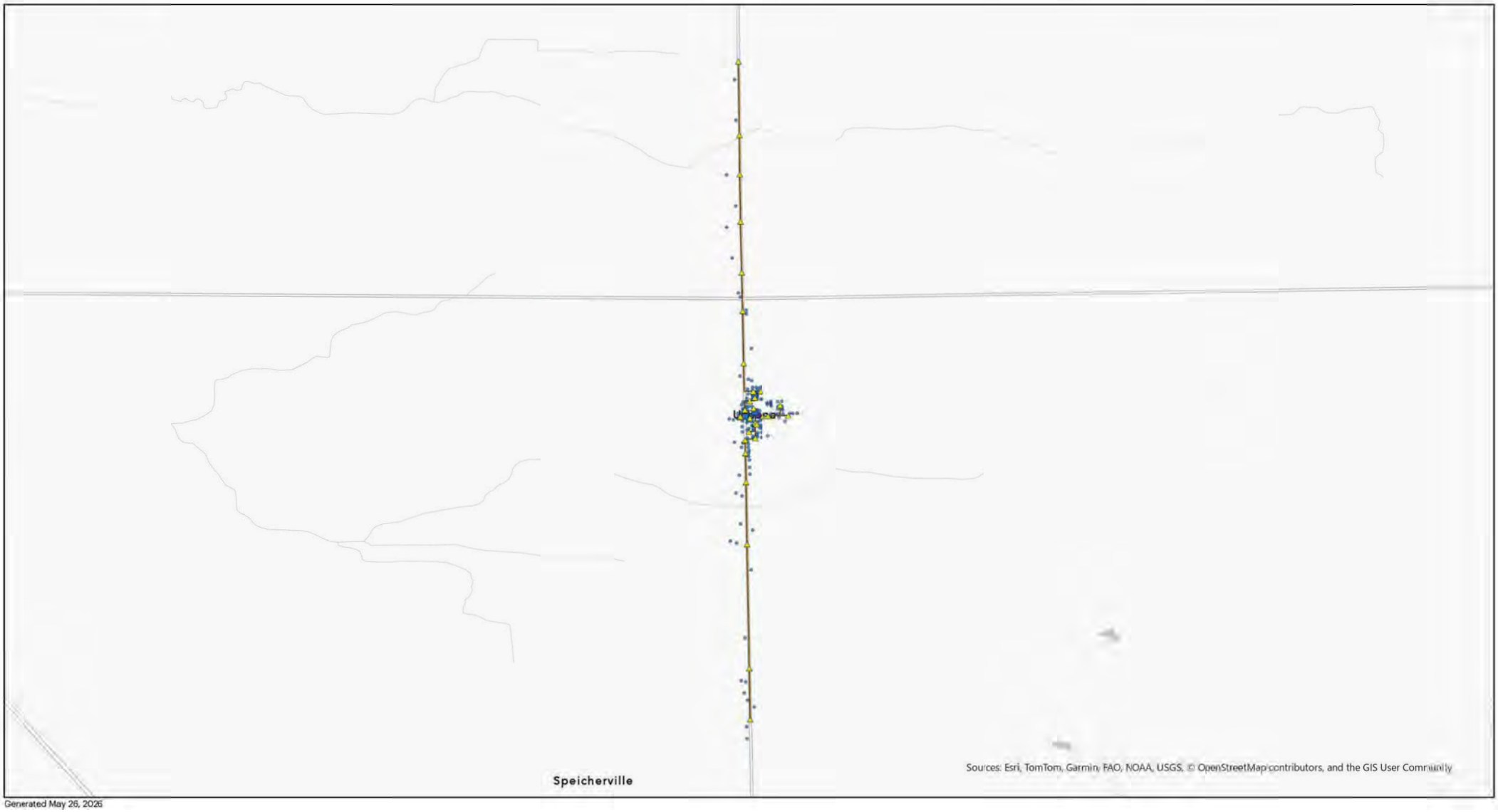
Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Appendix A to Exhibit 33 – Map of Project Area IBO-888

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brightspeed

IBO-888



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Appendix B to Exhibit 33 – List of Locations in Project Area IBO-888

Brightspeed IBO-888 Location List

148 locations

ID	Location ID	Is CAI	Technology	Upload	Download
c5fc7d622e9e70cb1ac9402565a66946	1137110360	No	Fiber	2000	2000
654350b5d46aa75429b0f3c85b2bd06d	1137110362	No	Fiber	2000	2000
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c61bc54bb35d1effbaae2a7587b5055f	1137109891	No	Fiber	2000	2000
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Appendix C to Exhibit 33 – Budget for Project Area IBO-888

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	$35,588.00	$12,374.00	$23,214.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$12,916.00	$4,491.00	$8,425.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$105,408.00	$36,617.00	$68,791.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$31,255.00	$10,857.00	$20,398.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$6,097.00	$2,118.00	$3,979.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$94,200.00	$0.00	$94,200.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$4,724.00	$1,641.00	$3,083.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$15,000.00	$5,215.00	$9,785.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$1,845.00	$642.00	$1,203.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$3,207.00	$1,115.00	$2,092.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$44,400.00	$0.00	$44,400.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$1,385.00	$482.00	$903.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$34,108.00	$11,848.00	$22,260.00

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

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Pole Attachments	Pole Make Ready Costs	Professional Services	$30,475.00	$10,586.00	$19,889.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$1,841.00	$640.00	$1,201.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$3,564.00	$1,239.00	$2,325.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$120,104.00	$41,722.00	$78,382.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$6,750.00	$2,345.00	$4,405.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$396.00	$138.00	$258.00
Permitting Costs	Permitting Costs	Professional Services	$28,891.00	$10,036.00	$18,855.00

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

Appendix D to Exhibit 33 – Disbursement Schedule for Project Area IBO-888

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 33 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-888

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 33 – 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 34 –Subaward Conditions and Statement of Work for Project Area IBO-890

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);	[$1,007,998.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$1,007,998.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$1,007,998.00]
(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 34 - Specific Award Conditions for Project Area IBO-890.
(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	[65.88%]; [$1,946,624.00]
Total Project Cost = (subaward funds + match)	$2,954,622.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$1,007,998.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-890 ("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 34**. The Project Area is depicted in the map in **Appendix A of this Exhibit 34**, 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 34**, 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 $1,946,624.00, which is 65.88% 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 65.88% for a total match of $1,946,624.00.

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 34** in the area depicted in **Appendix A of this Exhibit 34**.
   (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 34**, 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 34 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 34;
- Appendix A to this Exhibit 34 – Map of Project Area IBO-890;
- Appendix C to this Exhibit 34 – Budget for Project Area IBO-890;
- Appendix E to this Exhibit 34 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-890;
- Appendix F to this Exhibit 34 – 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 34 – Project Area
- Paragraph 5.B(2) of Exhibit 34 – Project Locations
- Paragraph 5.B(3) of Exhibit 34 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 34 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 34 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 34 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 34 – Access to Service
- Paragraph 5.B(5)e of Exhibit 34 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 34 – Wholesale Rate

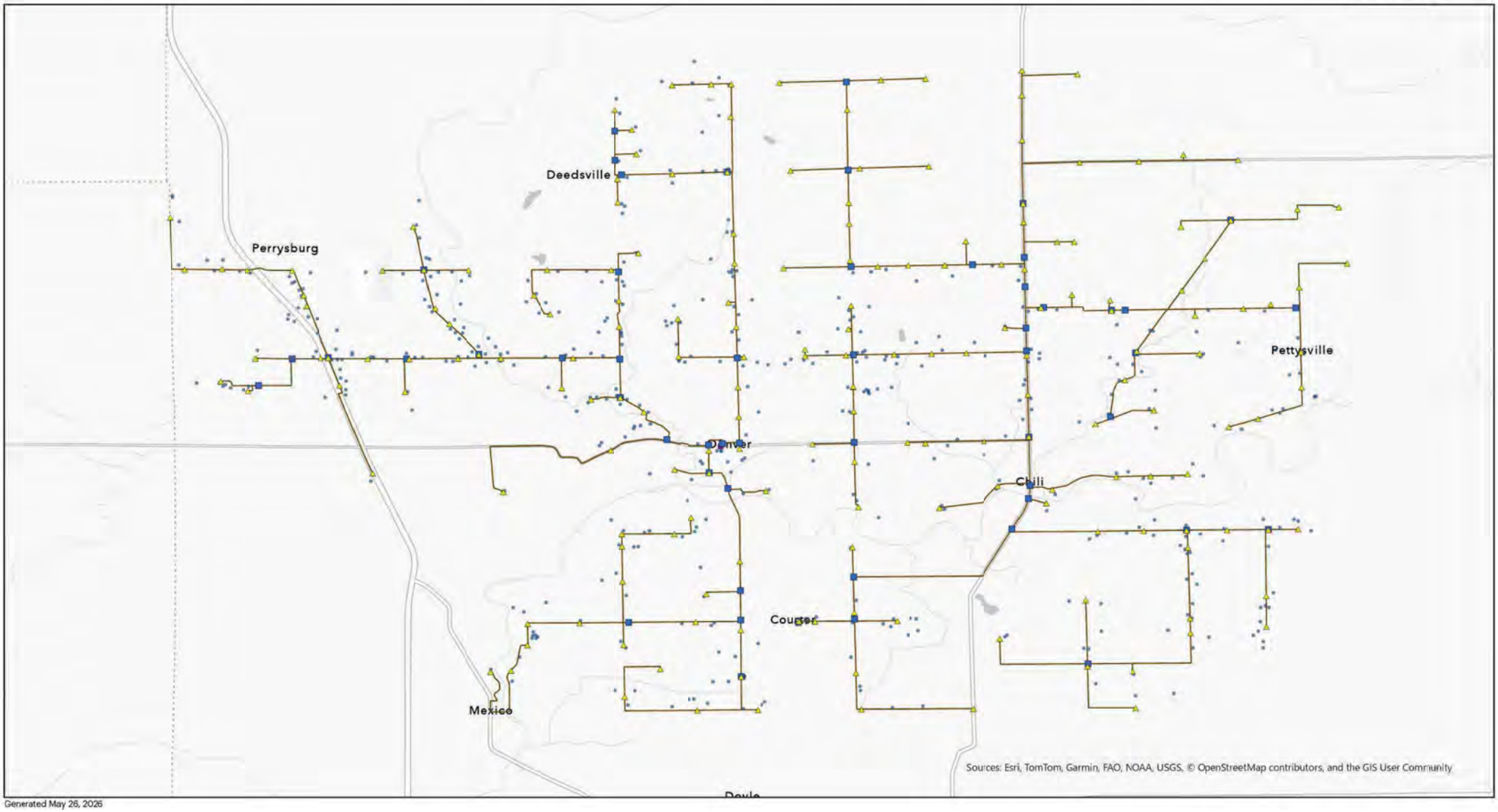
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Appendix A to Exhibit 34 – Map of Project Area IBO-890

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brightspeed

IBO-890



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Appendix B to Exhibit 34 – List of Locations in Project Area IBO-890

Brightspeed IBO-890 Location List

460 locations

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Appendix C to Exhibit 34 – Budget for Project Area IBO-890

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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	$33,768.00	$13,514.00	$20,254.00
Permitting Costs	Permitting Costs	Professional Services	$164,032.00	$65,646.00	$98,386.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$193,651.00	$77,500.00	$116,151.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$84,000.00	$33,611.00	$50,389.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$10,440.00	$4,177.00	$6,263.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$19,242.00	$7,699.00	$11,543.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$73,326.00	$29,340.00	$43,986.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$173,026.00	$69,246.00	$103,780.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$681,900.00	$272,899.00	$409,001.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$598,464.00	$239,507.00	$358,957.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$7,886.00	$3,156.00	$4,730.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$177,650.00	$71,096.00	$106,554.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$39,000.00	$15,608.00	$23,392.00

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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	$2,232.00	$893.00	$1,339.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$296,416.00	$0.00	$296,416.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$26,809.00	$10,729.00	$16,080.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$20,790.00	$8,319.00	$12,471.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$202,054.00	$80,849.00	$121,205.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$139,416.00	$0.00	$139,416.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$10,520.00	$4,209.00	$6,311.00

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Appendix D to Exhibit 34 – Disbursement Schedule for Project Area IBO-890

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 34 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-890

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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 34 – 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 35 –Subaward Conditions and Statement of Work for Project Area IBO-964

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 35 - Specific Award Conditions for Project Area IBO-964.
(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%]; [$25,499.00]
Total Project Cost = (subaward funds + match)	$25,499.00

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-964 ("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 35**. The Project Area is depicted in the map in **Appendix A of this Exhibit 35**, 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 35**, 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 $25,499.00, 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 $25,499.00.

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 35** in the area depicted in **Appendix A of this Exhibit 35**.
   (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 35**, 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 35 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 35;
- Appendix A to this Exhibit 35 – Map of Project Area IBO-964;
- Appendix C to this Exhibit 35 – Budget for Project Area IBO-964;
- Appendix E to this Exhibit 35 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-964;
- Appendix F to this Exhibit 35 – 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 35 – Project Area
- Paragraph 5.B(2) of Exhibit 35 – Project Locations
- Paragraph 5.B(3) of Exhibit 35 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 35 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 35 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 35 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 35 – Access to Service
- Paragraph 5.B(5)e of Exhibit 35 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 35 – Wholesale Rate

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Appendix A to Exhibit 35 – Map of Project Area IBO-964

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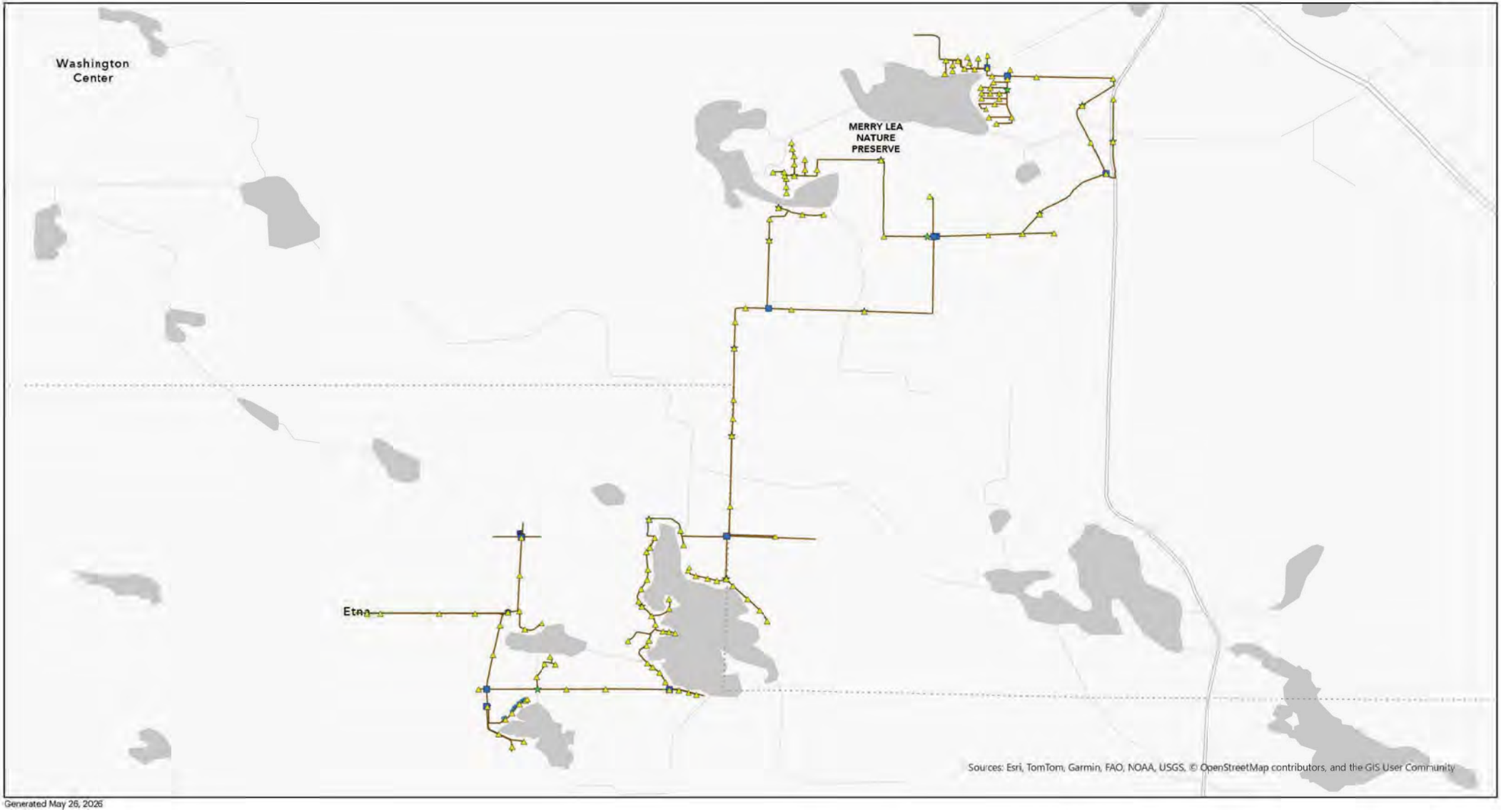
brightspeed

IBO-964

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Appendix B to Exhibit 35 – List of Locations in Project Area IBO-964

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Brightspeed IBO-964 Location List

10 locations

ID	Location ID	Is CAI	Technology	Upload	Download
4c84f58380c8428453b629f671c288a8	1037513700	No	Fiber	2000	2000
9b1d641b564327a01edd93b4b86b755a	1037513708	No	Fiber	2000	2000
e5229bf8f7636377820b3b4fc8c054bc	1037513704	No	Fiber	2000	2000
c01270e211304f62a68abb31d0324cbb	1037513706	No	Fiber	2000	2000
66043fcebaefb1aced496b1cd3c5c6f9	1037513707	No	Fiber	2000	2000
ac2d1ad50a9b9d2d5e9e1fd7236f7f1c	1037513705	No	Fiber	2000	2000
6b99c9f5adfa42b740b7c2a8bb514927	1037513701	No	Fiber	2000	2000
ded60ed7e614c41b58e3b1d9de4ea919	1037513709	No	Fiber	2000	2000
b6c594d2fe4a5ecb16713f6e2bcc2f20	1037513710	No	Fiber	2000	2000
733e08ca4b1e33ce1b007e600fa2200a	1037513696	No	Fiber	2000	2000

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Appendix C to Exhibit 35 – Budget for Project Area IBO-964

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Pole Attachments	Pole Make Ready Costs	Professional Services	$1,117.00	$0.00	$1,117.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$45.00	$0.00	$45.00
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
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$1,305.00	$0.00	$1,305.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$0.00	$0.00	$0.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$646.00	$0.00	$646.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$3,870.00	$0.00	$3,870.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$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	$12.00	$0.00	$12.00
Permitting Costs	Permitting Costs	Professional Services	$1,059.00	$0.00	$1,059.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$1,250.00	$0.00	$1,250.00

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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	$6,280.00	$0.00	$6,280.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$4,404.00	$0.00	$4,404.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$937.00	$0.00	$937.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$2,960.00	$0.00	$2,960.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$0.00	$0.00	$0.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$474.00	$0.00	$474.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$1,140.00	$0.00	$1,140.00

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Appendix D to Exhibit 35 – Disbursement Schedule for Project Area IBO-964

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 35 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-964

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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 35 – 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 36 –Subaward Conditions and Statement of Work for Project Area IBO-914

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);	[$58,764.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$58,764.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$58,764.00]
(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 36 - Specific Award Conditions for Project Area IBO-914.
(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	[85.06%]; [$334,684.00]
Total Project Cost = (subaward funds + match)	$393,448.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$58,764.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-914 ("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 36**. The Project Area is depicted in the map in **Appendix A of this Exhibit 36**, 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 36**, 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 $334,684.00, which is 85.06% 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 85.06% for a total match of $334,684.00.

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 36** in the area depicted in **Appendix A of this Exhibit 36**.
   (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 36**, 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 36 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 36;
- Appendix A to this Exhibit 36 – Map of Project Area IBO-914;
- Appendix C to this Exhibit 36 – Budget for Project Area IBO-914;
- Appendix E to this Exhibit 36 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-914;
- Appendix F to this Exhibit 36 – 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 36 – Project Area
- Paragraph 5.B(2) of Exhibit 36 – Project Locations
- Paragraph 5.B(3) of Exhibit 36 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 36 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 36 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 36 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 36 – Access to Service
- Paragraph 5.B(5)e of Exhibit 36 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 36 – Wholesale Rate

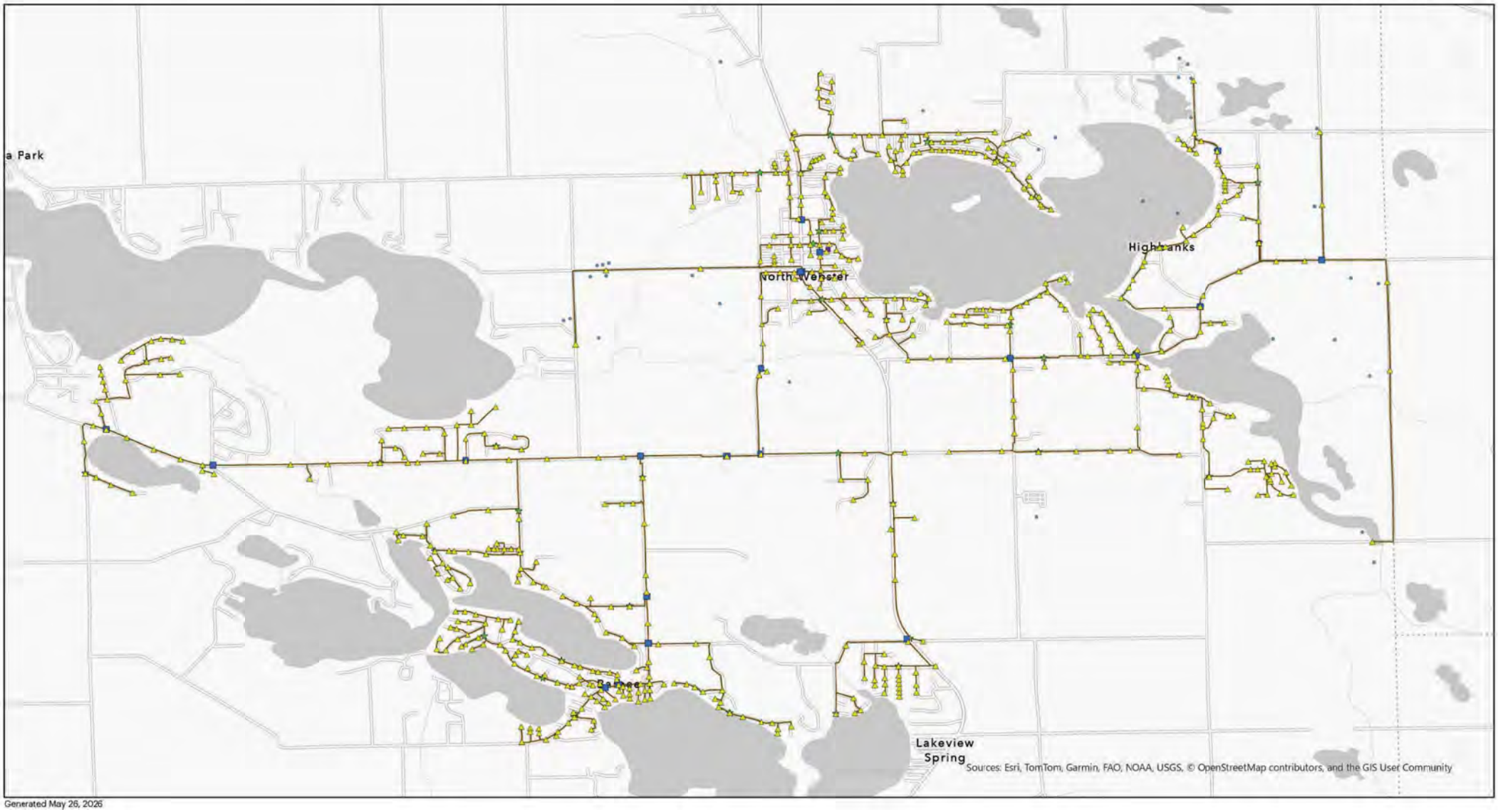
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Appendix A to Exhibit 36 – Map of Project Area IBO-914

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brightspeed

IBO-914



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Appendix B to Exhibit 36 – List of Locations in Project Area IBO-914

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Brightspeed IBO-914 Location List

33 locations

ID	Location ID	Is CAI	Technology	Upload	Download
8291f462df70c1e9a22f9a138e91ec71	1292811951	No	Fiber	2000	2000
9f1294a65de2a8bd28fbfecb9c4975af	1292811959	No	Fiber	2000	2000
9f3e5253d46c945601d8332ecd2e7b7d	1292813315	No	Fiber	2000	2000
4871845df1bc55b404e30db604dec5e4	1292811972	No	Fiber	2000	2000
5691b33b3da8097a440fe778bc2d168e	1385274165	No	Fiber	2000	2000
867c6cbf71d81ab3700e7be79ff176bf	1292815084	No	Fiber	2000	2000
75d70fe1f8b5256d096dbbd4a172260a	1385274465	No	Fiber	2000	2000
f7ab5de47255fb98d8528b5db0f8cb14	1292811948	No	Fiber	2000	2000
9acca9b247a6b0b8763abcbcbcb5dd39	1292811650	No	Fiber	2000	2000
7d8be6e11a70ddea390bdc954cd7c147	1292811977	No	Fiber	2000	2000
600f6ad0d1a6653ed6cf137e07f6ace9	1292811691	No	Fiber	2000	2000
4eba27e1a72c0856d4cc957d7bd364c6	1292811404	No	Fiber	2000	2000
4d262c368420aef9defc3934746cc328	1292811984	No	Fiber	2000	2000
c36946af1ea23dae80f27e5d07ad4691	1292813325	No	Fiber	2000	2000
b1da11583becc41873be153cd0cbd182	1292813542	No	Fiber	2000	2000
cc29b861a9107c913718a014fb8b46f5	1292813332	No	Fiber	2000	2000
48c5ee58cae7af3ba3f022183aa05727	1292811231	No	Fiber	2000	2000
0de30a143cb53259e4dc7b62a6a980b0	1292813321	No	Fiber	2000	2000
2bc341027b5bdbd64dd6ff40ddbd95ea	1292812514	No	Fiber	2000	2000
70e114787dd609d63f5fd57c3944fbee	1292848126	No	Fiber	2000	2000
b20f92293228e3a6694842cc50e18250	1385274162	No	Fiber	2000	2000
485cebf7b6786d1d89607f0f2f55d5de	1292812300	No	Fiber	2000	2000
f08ac4ebfddd62dc50fac4f6b54613a0	1385274506	No	Fiber	2000	2000
417ef8f89997cc3d957df0af98747b8d	1292811935	No	Fiber	2000	2000
d18213f08b4558b784bd25315bf75152	1292812294	No	Fiber	2000	2000
2613f8a382ce1f834e0833da52595cc4	1292811644	No	Fiber	2000	2000
559ca4b5e7887eefdcd976333a8c0441	1292813324	No	Fiber	2000	2000
3d2070490f7014862e383c899bada9f3	1292813134	No	Fiber	2000	2000
8ea667ee197dd8cefe58854e9f732400	1292812161	No	Fiber	2000	2000
fc9180d87211c554d027e60a2e882493	1292812156	No	Fiber	2000	2000
eb327b343b562e01905484579d700952	1292812310	No	Fiber	2000	2000
9fdf45af1a45058b95539fcaeae3f558	1292811930	No	Fiber	2000	2000
64d0438131fef8039855724c67b78f34	1292812154	No	Fiber	2000	2000

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Appendix C to Exhibit 36 – Budget for Project Area IBO-914

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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	$538.00	$88.00	$450.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$3,207.00	$525.00	$2,682.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$4,690.00	$767.00	$3,923.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$23,236.00	$0.00	$23,236.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$24,681.00	$4,037.00	$20,644.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$4,227.00	$691.00	$3,536.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$5,250.00	$859.00	$4,391.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$1,578.00	$258.00	$1,320.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$85,374.00	$13,964.00	$71,410.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$25,365.00	$4,149.00	$21,216.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$12,000.00	$1,963.00	$10,037.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$1,485.00	$243.00	$1,242.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$2,970.00	$486.00	$2,484.00

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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	$28,822.00	$4,716.00	$24,106.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$10,460.00	$1,711.00	$8,749.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$10,952.00	$0.00	$10,952.00
Permitting Costs	Permitting Costs	Professional Services	$23,398.00	$3,827.00	$19,571.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$27,623.00	$4,518.00	$23,105.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$324.00	$53.00	$271.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$97,268.00	$15,909.00	$81,359.00

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Appendix D to Exhibit 36 – Disbursement Schedule for Project Area IBO-914

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 36 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-914

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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 36 – 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 37 –Subaward Conditions and Statement of Work for Project Area IBO-1112

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 37 - Specific Award Conditions for Project Area IBO-1112.
(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%]; [$81,575.00]
Total Project Cost = (subaward funds + match)	$81,575.00

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-1112 ("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 37**. The Project Area is depicted in the map in **Appendix A of this Exhibit 37**, 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 37**, 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 $81,575.00, 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 $81,575.00.

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 37** in the area depicted in **Appendix A of this Exhibit 37**.
   (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 37**, 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 37 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 37;
- Appendix A to this Exhibit 37 – Map of Project Area IBO-1112;
- Appendix C to this Exhibit 37 – Budget for Project Area IBO-1112;
- Appendix E to this Exhibit 37 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1112;
- Appendix F to this Exhibit 37 – 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 37 – Project Area
- Paragraph 5.B(2) of Exhibit 37 – Project Locations
- Paragraph 5.B(3) of Exhibit 37 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 37 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 37 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 37 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 37 – Access to Service
- Paragraph 5.B(5)e of Exhibit 37 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 37 – Wholesale Rate

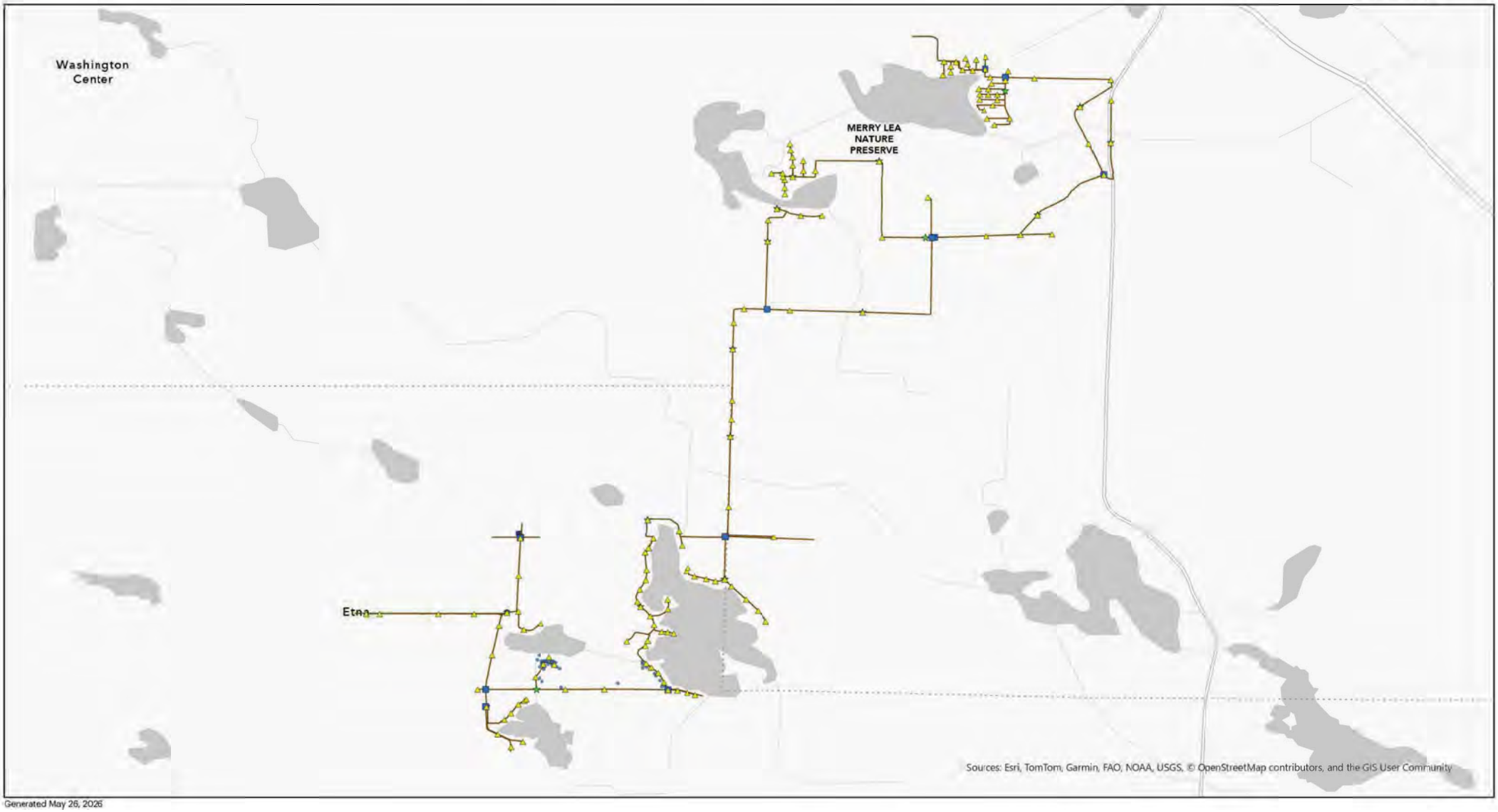
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Appendix A to Exhibit 37 – Map of Project Area IBO-1112

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brightspeed

IBO-1112



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Appendix B to Exhibit 37 – List of Locations in Project Area IBO-1112

Brightspeed IBO-1112 Location List

34 locations

ID	Location ID	Is CAI	Technology	Upload	Download
736be3239e332b13cf7ad3d7b8895fd0	1037513615	No	Fiber	2000	2000
d33ccbba5ad385898371df1f54fde8cf	1037513556	No	Fiber	2000	2000
439bf91e6b2bfd1ab894536c97c292b3	1037513571	No	Fiber	2000	2000
4755c03089f18e3bc0ea468feffb1765	1037513130	No	Fiber	2000	2000
cde42183c507168068cc5478868b874c	1037513621	No	Fiber	2000	2000
898b509a01c381dcbc4ca3d39bf1fb0f	1037513627	No	Fiber	2000	2000
47d633d05f4a7e1ccdde076ccf466dd0	1037513620	No	Fiber	2000	2000
3177752585a44a0cd0e151025ef23796	1037513604	No	Fiber	2000	2000
9af7b003e2a03a5ac71f01037e8a4d4a	1037513624	No	Fiber	2000	2000
8837755b1109d4b0420a7217eab348e1	1037513622	No	Fiber	2000	2000
ff2126a45cb75aa0308ca3adf83718a9	1037513625	No	Fiber	2000	2000
608ba6e6a109113d84d1f8512059a965	1037513528	No	Fiber	2000	2000
b8f5ae9904b57824854dad420ec51b79	1037527589	No	Fiber	2000	2000
5d70a323f6afa8539dd12d752029cdd9	1037513626	No	Fiber	2000	2000
261afffa3656c60f4303f6caf9701af0	1037532173	No	Fiber	2000	2000
e141e93467dbc366d11372c2e74a0f91	1037513616	No	Fiber	2000	2000
6dc6822bb37620cc962b47c65326b475	1037513623	No	Fiber	2000	2000
c0b8ac3c8f8f5c2c95ef7e037c8e53cd	1037513453	No	Fiber	2000	2000
f38d376f7fed0db7f8fd5fef4734e3b8	1037513618	No	Fiber	2000	2000
413353816ba6736bcf2ad2853b5667b1	1037513455	No	Fiber	2000	2000
cbac2d1d6bd479469a13b03cba5dd50b	1037513628	No	Fiber	2000	2000
f19c61bde65d43b52b1832b66f2f74b6	1037513425	No	Fiber	2000	2000
36ca5561fef293df219612bb0e1ff984	1037513447	No	Fiber	2000	2000
a29a82420f8e089a727633d5146ceb29	1037513469	No	Fiber	2000	2000
7bf508a4798fd9607a34454a2a796b55	1037513440	No	Fiber	2000	2000
29d8d0cc5a020a0f9d09e99809b12e9b	1037513442	No	Fiber	2000	2000
7cb6b224552041d44c1f1e7db0420483	1037513617	No	Fiber	2000	2000
a1550b051f2436b97dc8689ffd227660	1037513446	No	Fiber	2000	2000
f47e30cb1437dfe97fa78a400e0d3c72	1037513448	No	Fiber	2000	2000
1c8affd7adc9393bc54a791d7fa177ec	1037513444	No	Fiber	2000	2000
a46920b1f772f4b5d3c4ae958dc33c61	1037527590	No	Fiber	2000	2000
fe0378f61127ae77601e7d779c328b59	1037513609	No	Fiber	2000	2000
502fe38ae7f6ffed4845b2a4e2c3c8dc	1037513443	No	Fiber	2000	2000
89a9db9c908ee3f90dcb27c7a54c7aa9	1037513439	No	Fiber	2000	2000

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Appendix C to Exhibit 37 – Budget for Project Area IBO-1112

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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	$13,336.00	$0.00	$13,336.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$10,360.00	$0.00	$10,360.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$686.00	$0.00	$686.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$3,787.00	$0.00	$3,787.00
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
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$225.00	$0.00	$225.00
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
Pole Attachments	Pole Make Ready Costs	Professional Services	$3,383.00	$0.00	$3,383.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$684.00	$0.00	$684.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$3,515.00	$0.00	$3,515.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$469.00	$0.00	$469.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$21,980.00	$0.00	$21,980.00

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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	$3,951.00	$0.00	$3,951.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$1,434.00	$0.00	$1,434.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$750.00	$0.00	$750.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$48.00	$0.00	$48.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$11,700.00	$0.00	$11,700.00
Permitting Costs	Permitting Costs	Professional Services	$3,207.00	$0.00	$3,207.00
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

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Appendix D to Exhibit 37 – Disbursement Schedule for Project Area IBO-1112

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 37 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1112

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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 37 – 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 38 –Subaward Conditions and Statement of Work for Project Area IBO-963

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);	[$883,657.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$883,657.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$883,657.00]
(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 38 - Specific Award Conditions for Project Area IBO-963.
(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	[51.63%]; [$943,253.00]
Total Project Cost = (subaward funds + match)	$1,826,910.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$883,657.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-963 ("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 38**. The Project Area is depicted in the map in **Appendix A of this Exhibit 38**, 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 38**, 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 $943,253.00, which is 51.63% 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 51.63% for a total match of $943,253.00.

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 38** in the area depicted in **Appendix A of this Exhibit 38**.
   (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 38**, 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 38 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 38;
- Appendix A to this Exhibit 38 – Map of Project Area IBO-963;
- Appendix C to this Exhibit 38 – Budget for Project Area IBO-963;
- Appendix E to this Exhibit 38 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-963;
- Appendix F to this Exhibit 38 – 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 38 – Project Area
- Paragraph 5.B(2) of Exhibit 38 – Project Locations
- Paragraph 5.B(3) of Exhibit 38 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 38 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 38 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 38 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 38 – Access to Service
- Paragraph 5.B(5)e of Exhibit 38 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 38 – Wholesale Rate

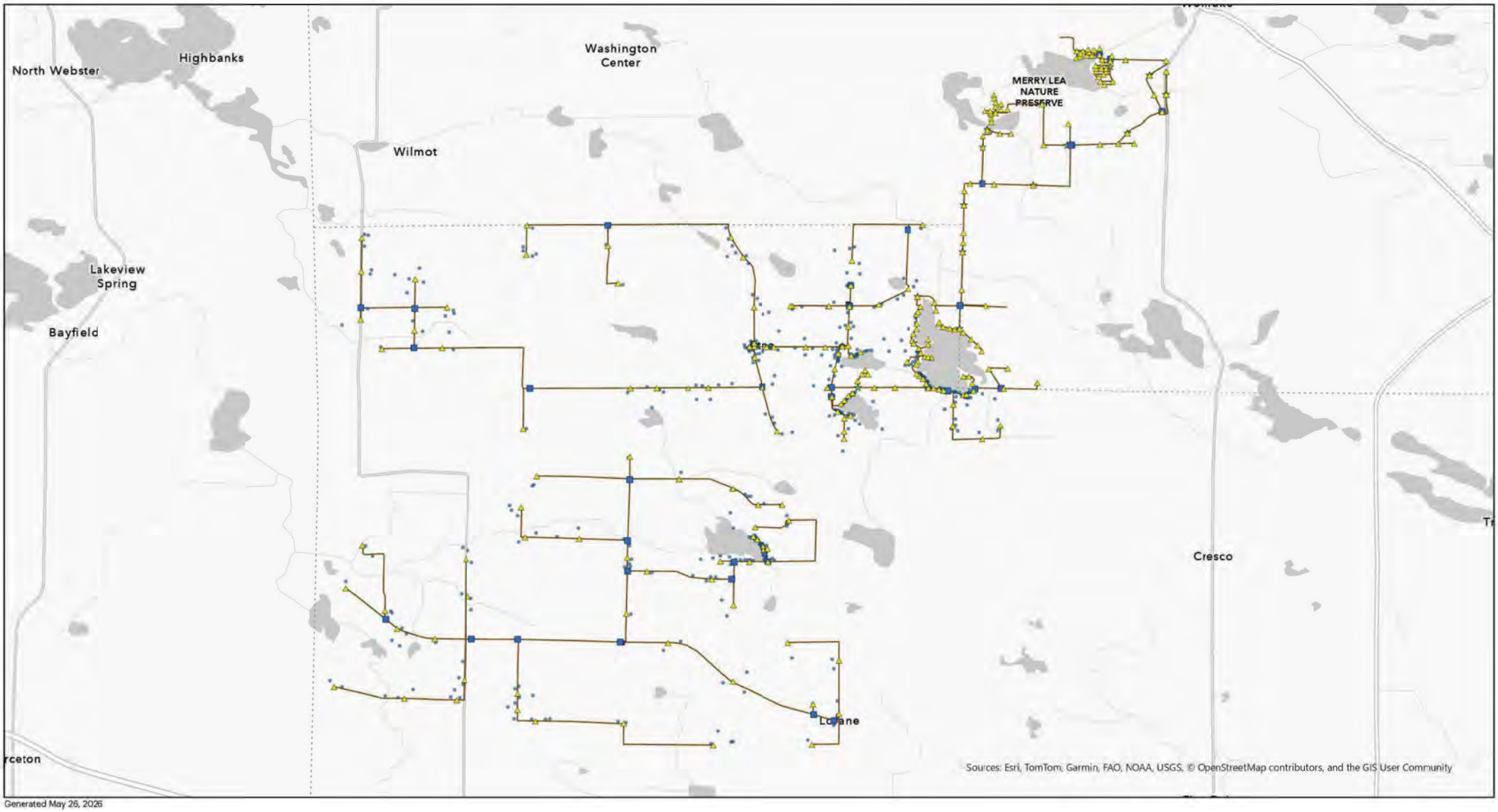
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Appendix A to Exhibit 38 – Map of Project Area IBO-963

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brightspeed

IBO-963



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Appendix B to Exhibit 38 – List of Locations in Project Area IBO-963

Brightspeed IBO-963 Location List

396 locations

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10b0da2702b8e3a117aa3b506fb0a0eb	1037513930	No	Fiber	2000	2000
68e8ffdbcafe1bffed8d02cf6435e0f7	1037513342	No	Fiber	2000	2000
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164283f1057ff112b82647660ce4d085	1037513894	No	Fiber	2000	2000
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3f2b9dc8c456aa88c4df4196bef823bf	1037513667	No	Fiber	2000	2000
fc496c61ef51a8b02f4124867128f5da	1037513658	No	Fiber	2000	2000
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a8589ca5efa29b66ae1a3aa63ff214d5	1037513315	No	Fiber	2000	2000
25c2f17904e3630c3752fee03b26f328	1037513387	No	Fiber	2000	2000

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bb48e65c897fdad7dc1bfe589d1db84e	1037513208	No	Fiber	2000	2000
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248c9249ac97bb3fd6ba78a7ace39279	1037513467	No	Fiber	2000	2000
47d11f7e8fbd8ae993855c2e8c21ca89	1037513897	No	Fiber	2000	2000
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21c1d1a686574227a73a7dde9a5c31d9	1037513419	No	Fiber	2000	2000
7d99c6948bce7df4dd6a33a080e2d7e0	1037513613	No	Fiber	2000	2000
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Appendix C to Exhibit 38 – Budget for Project Area IBO-963

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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	$1,284.00	$780.00	$504.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$22,500.00	$13,676.00	$8,824.00
Permitting Costs	Permitting Costs	Professional Services	$94,679.00	$57,548.00	$37,131.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$111,775.00	$67,940.00	$43,835.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$99,871.00	$60,704.00	$39,167.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$393,592.00	$239,235.00	$154,357.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$345,438.00	$209,965.00	$135,473.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$42,324.00	$25,714.00	$16,610.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$116,625.00	$70,857.00	$45,768.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$119,288.00	$0.00	$119,288.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$6,049.00	$3,675.00	$2,374.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$12,177.00	$7,398.00	$4,779.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$19,229.00	$11,688.00	$7,541.00

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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	$253,712.00	$0.00	$253,712.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$15,783.00	$9,594.00	$6,189.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$102,505.00	$62,305.00	$40,200.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$48,000.00	$29,163.00	$18,837.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$6,030.00	$3,664.00	$2,366.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$10,690.00	$6,495.00	$4,195.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$5,359.00	$3,256.00	$2,103.00

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Appendix D to Exhibit 38 – Disbursement Schedule for Project Area IBO-963

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 38 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-963

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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 38 – 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 39 –Subaward Conditions and Statement of Work for Project Area IBO-893

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);	[$1,330,169.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$1,330,169.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$1,330,169.00]
(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 39 - Specific Award Conditions for Project Area IBO-893.
(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	[53.61%]; [$1,537,103.00]
Total Project Cost = (subaward funds + match)	$2,867,272.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$1,330,169.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-893 ("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 39**. The Project Area is depicted in the map in **Appendix A of this Exhibit 39**, 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 39**, 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 $1,537,103.00, which is 53.61% 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 53.61% for a total match of $1,537,103.00.

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 39** in the area depicted in **Appendix A of this Exhibit 39**.
   (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 39**, 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 39 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 39;
- Appendix A to this Exhibit 39 – Map of Project Area IBO-893;
- Appendix C to this Exhibit 39 – Budget for Project Area IBO-893;
- Appendix E to this Exhibit 39 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-893;
- Appendix F to this Exhibit 39 – 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 39 – Project Area
- Paragraph 5.B(2) of Exhibit 39 – Project Locations
- Paragraph 5.B(3) of Exhibit 39 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 39 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 39 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 39 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 39 – Access to Service
- Paragraph 5.B(5)e of Exhibit 39 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 39 – Wholesale Rate

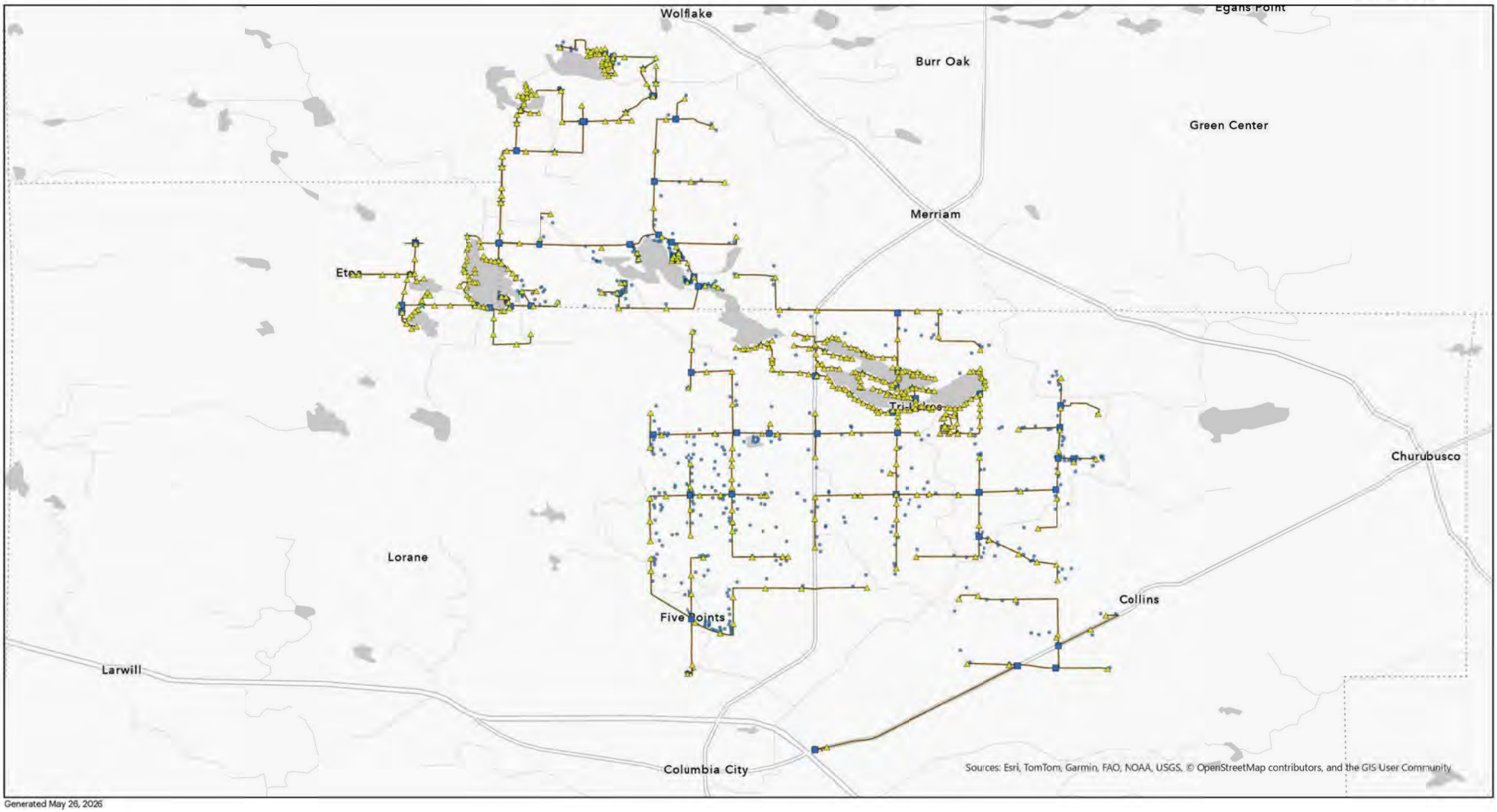
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Appendix A to Exhibit 39 – Map of Project Area IBO-893

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IBO-893



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Appendix B to Exhibit 39 – List of Locations in Project Area IBO-893

Brightspeed IBO-893 Location List

545 locations

ID	Location ID	Is CAI	Technology	Upload	Download
91a9569dd12744f8fc63482e3d708632	1145362667	No	Fiber	2000	2000
10741679f569a57ce7e57a6b1e70cab6	1037516178	No	Fiber	2000	2000
22e556b3f3f2b415e6324c60cbfacf14	1037516166	No	Fiber	2000	2000
9487de327723a7e5f4d0cc48962453f4	1385445647	No	Fiber	2000	2000
5ae70a9825f08fe4ca9fa6146fd00ecf	1145362723	No	Fiber	2000	2000
baac2f2f5d421d82665922fe8d5b0518	1037515879	No	Fiber	2000	2000
3340368dc389f15aaa75557ef9529284	1145362590	No	Fiber	2000	2000
706fd922caca850717a8d65ac50a7d0c	1145362438	No	Fiber	2000	2000
bff42c0a9bcda6733956b0dd7b203450	1145362537	No	Fiber	2000	2000
0d376f8b17c5be9ebc5def2391c92214	1145362686	No	Fiber	2000	2000
cff1c0c2657833c92e1006e0b3d06e56	1145355448	No	Fiber	2000	2000
52ded3203f18eaf2263f086a86733360	1037515868	No	Fiber	2000	2000
aa211fef41e5bf3563335b4a5ddfcbc9	1037516338	No	Fiber	2000	2000
d8c2955e59b507a740fb24c5c33493a8	1037514597	No	Fiber	2000	2000
ee0759b0178fd28e48d0f5ed49eefd7b	1145362684	No	Fiber	2000	2000
67cd3d504e935070c87fba8c00e88114	1037516144	No	Fiber	2000	2000
3cfdf275f859b8d9d1970eb1bcd971f9	1037516927	No	Fiber	2000	2000
28a0cd3ee13908aa08bf06ada197e71d	1145362732	No	Fiber	2000	2000
15091e76b36f1811572ff6d3721391fe	1037518442	No	Fiber	2000	2000
7afee5da9c5f629c3c984f69c8a26849	1037515905	No	Fiber	2000	2000
675e62dd6a3fa73fb5837ed40a7615f4	1145362521	No	Fiber	2000	2000
a49b5bb9205f6a2556ccab48885ed73d	1145362533	No	Fiber	2000	2000
feac59bd4421d180a4d6a62e734773b8	1037516108	No	Fiber	2000	2000
bc10cf8b4d6ad8e740ce5e0b30df6c24	1037518849	No	Fiber	2000	2000
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Appendix C to Exhibit 39 – Budget for Project Area IBO-893

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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	$637,000.00	$360,122.00	$276,878.00
Permitting Costs	Permitting Costs	Professional Services	$153,230.00	$86,627.00	$66,603.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$164,576.00	$0.00	$164,576.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$36,750.00	$20,776.00	$15,974.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$559,062.00	$316,060.00	$243,002.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$165,965.00	$93,827.00	$72,138.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$9,731.00	$5,501.00	$4,230.00
Corning Fiber Terminals-Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$19,602.00	$11,081.00	$8,521.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$188,749.00	$106,697.00	$82,052.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$68,498.00	$38,721.00	$29,777.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$2,088.00	$1,180.00	$908.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$180,899.00	$102,270.00	$78,629.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$161,633.00	$91,378.00	$70,255.00

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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	$9,765.00	$5,520.00	$4,245.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$17,104.00	$9,669.00	$7,435.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$8,575.00	$4,848.00	$3,727.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$31,423.00	$17,765.00	$13,658.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$349,796.00	$0.00	$349,796.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$24,826.00	$14,035.00	$10,791.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$78,000.00	$44,092.00	$33,908.00

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Appendix D to Exhibit 39 – Disbursement Schedule for Project Area IBO-893

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 39 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-893

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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 39 – 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 40 –Subaward Conditions and Statement of Work for Project Area IBO-1085

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 40 - Specific Award Conditions for Project Area IBO-1085.
(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%]; [$103,764.00]
Total Project Cost = (subaward funds + match)	$103,764.00

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-1085 ("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 40**. The Project Area is depicted in the map in **Appendix A of this Exhibit 40**, 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 40**, 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 $103,764.00, 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 $103,764.00.

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 40** in the area depicted in **Appendix A of this Exhibit 40**.
   (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 40**, 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 40 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 40;
- Appendix A to this Exhibit 40 – Map of Project Area IBO-1085;
- Appendix C to this Exhibit 40 – Budget for Project Area IBO-1085;
- Appendix E to this Exhibit 40 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1085;
- Appendix F to this Exhibit 40 – 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 40 – Project Area
- Paragraph 5.B(2) of Exhibit 40 – Project Locations
- Paragraph 5.B(3) of Exhibit 40 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 40 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 40 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 40 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 40 – Access to Service
- Paragraph 5.B(5)e of Exhibit 40 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 40 – Wholesale Rate

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Appendix A to Exhibit 40 – Map of Project Area IBO-1085

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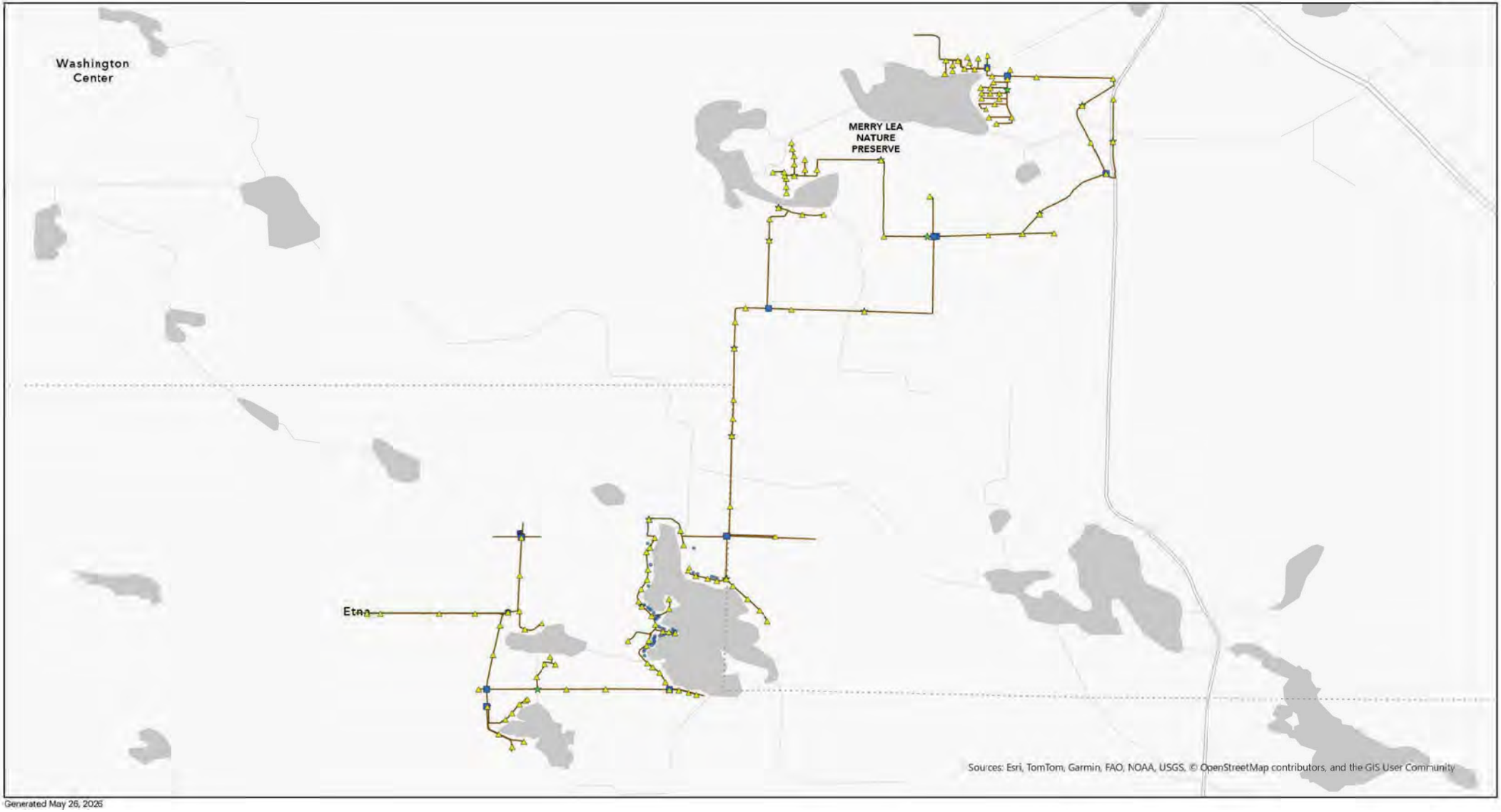
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Appendix B to Exhibit 40 – List of Locations in Project Area IBO-1085

Brightspeed IBO-1085 Location List

43 locations

ID	Location ID	Is CAI	Technology	Upload	Download
8b53ed62500fa0e7daa8275c5f0391fd	1037513579	No	Fiber	2000	2000
5ac0db1ffd74b633cd347df29ea249e6	1037513563	No	Fiber	2000	2000
8db061e77d374f469c2b1036abdae749	1037513583	No	Fiber	2000	2000
e8101bd8e99184bb90c9fe1f848f9ff2	1037513567	No	Fiber	2000	2000
b141e7a457d659183c4be716540fc06b	1037513525	No	Fiber	2000	2000
486d166a2761f9f48b7acb396f252dc7	1037533657	No	Fiber	2000	2000
57359f94373795824b06737586228a75	1037513552	No	Fiber	2000	2000
bf11303471c72726e5a123c67a4ca4e0	1037513557	No	Fiber	2000	2000
8333166822b1211b6a4bae6c9ffa62f7	1037513526	No	Fiber	2000	2000
b3e883e87e80f780de0715ba074c4545	1037513581	No	Fiber	2000	2000
a93876c081cedb330bb8b47f962e956f	1037533575	No	Fiber	2000	2000
be1e3e69ac0256f70855d5cf85448d1c	1037513602	No	Fiber	2000	2000
a7d1691d2ad024e28e7ae3846372cb4b	1037513586	No	Fiber	2000	2000
554b0fbe0744924d1df917db22caf7f8	1037513569	No	Fiber	2000	2000
476c28854d40ba4213336b53f87dc4aa	1037513551	No	Fiber	2000	2000
fa5d77b42ab13b66c1101fb6ad521cbd	1037513584	No	Fiber	2000	2000
bed46d2c9eda0d75cb1bb6f665daef13	1037513499	No	Fiber	2000	2000
00f55127e8b3914a3c98307d6c05f204	1037513565	No	Fiber	2000	2000
7216a24fb8b7f9aded4a1a5849f85d1c	1037513577	No	Fiber	2000	2000
98c1bd49696e70eef89115eee8871d53	1037513406	No	Fiber	2000	2000
8f7c1582e85ac017857f82081ee4fa3a	1037513573	No	Fiber	2000	2000
c93865422286f458bde59133b8d55328	1037513555	No	Fiber	2000	2000
6cbf02843aa13eb105c73cac790ed649	1037513580	No	Fiber	2000	2000
363042d82e3ba485c6dd13d45cb13563	1037513475	No	Fiber	2000	2000
e3627ba0b856f5379508904f99e6c452	1037513561	No	Fiber	2000	2000
0246234870bcc96879754983d0ab4425	1037513566	No	Fiber	2000	2000
cb507187775e1d2c25b3180b5dde081c	1037513585	No	Fiber	2000	2000
5364d2fc968cd50370623fed5c767563	1037513520	No	Fiber	2000	2000
8b5304238be1908ad6b9e9ee05feefa7	1037513544	No	Fiber	2000	2000
033512ade470a98ecc6f6f21198b95d7	1037513521	No	Fiber	2000	2000
f8785d617ba5541cc096befd2204c6d9	1037513572	No	Fiber	2000	2000
332eb78fca96ce82699e23afeb120c00	1037513589	No	Fiber	2000	2000
b22e3ea035c9a040b54926f2713f1370	1037513522	No	Fiber	2000	2000
fce5099b6afd64c3b2c0d13ea474c882	1037513488	No	Fiber	2000	2000
471af83e5ac918853d3fa8ccbb45a0be	1037513560	No	Fiber	2000	2000
713a2c976b2aac17a03193b9f4b71967	1037513562	No	Fiber	2000	2000
fe7c1164c56c731a4508faee02b9c42d	1037513564	No	Fiber	2000	2000
46448cf0a297717746683b75f3776185	1037513559	No	Fiber	2000	2000
7cebd29d5cdfcea313013757cadf3f6d	1037513568	No	Fiber	2000	2000
5717164984632950af5f27ac252d812b	1037513553	No	Fiber	2000	2000
44580200ebf3fc61861ff3c08ad79de8	1037513500	No	Fiber	2000	2000
ae356bba1ee494da8227cf60fab5a9ce	1037513558	No	Fiber	2000	2000
0e163dd30cb002ac3b09ecba22da8179	1037513587	No	Fiber	2000	2000

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Appendix C to Exhibit 40 – Budget for Project Area IBO-1085

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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
Permitting Costs	Permitting Costs	Professional Services	$4,171.00	$0.00	$4,171.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$1,238.00	$0.00	$1,238.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$60.00	$0.00	$60.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$4,925.00	$0.00	$4,925.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$938.00	$0.00	$938.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$27,004.00	$0.00	$27,004.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$791.00	$0.00	$791.00
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	$1,500.00	$0.00	$1,500.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$263.00	$0.00	$263.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$594.00	$0.00	$594.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$5,138.00	$0.00	$5,138.00

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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	$1,866.00	$0.00	$1,866.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$17,340.00	$0.00	$17,340.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$15,228.00	$0.00	$15,228.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$4,560.00	$0.00	$4,560.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$4,400.00	$0.00	$4,400.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$270.00	$0.00	$270.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$12,728.00	$0.00	$12,728.00

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Appendix D to Exhibit 40 – Disbursement Schedule for Project Area IBO-1085

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 40 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1085

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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 40 – 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 41 –Subaward Conditions and Statement of Work for Project Area IBO-935

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 41 - Specific Award Conditions for Project Area IBO-935.
(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%]; [$68,237.00]
Total Project Cost = (subaward funds + match)	$68,237.00

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-935 ("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 41**. The Project Area is depicted in the map in **Appendix A of this Exhibit 41**, 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 41**, 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 $68,237.00, 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 $68,237.00.

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 41** in the area depicted in **Appendix A of this Exhibit 41**.
   (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 41**, 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 41 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 41;
- Appendix A to this Exhibit 41 – Map of Project Area IBO-935;
- Appendix C to this Exhibit 41 – Budget for Project Area IBO-935;
- Appendix E to this Exhibit 41 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-935;
- Appendix F to this Exhibit 41 – 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 41 – Project Area
- Paragraph 5.B(2) of Exhibit 41 – Project Locations
- Paragraph 5.B(3) of Exhibit 41 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 41 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 41 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 41 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 41 – Access to Service
- Paragraph 5.B(5)e of Exhibit 41 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 41 – Wholesale Rate

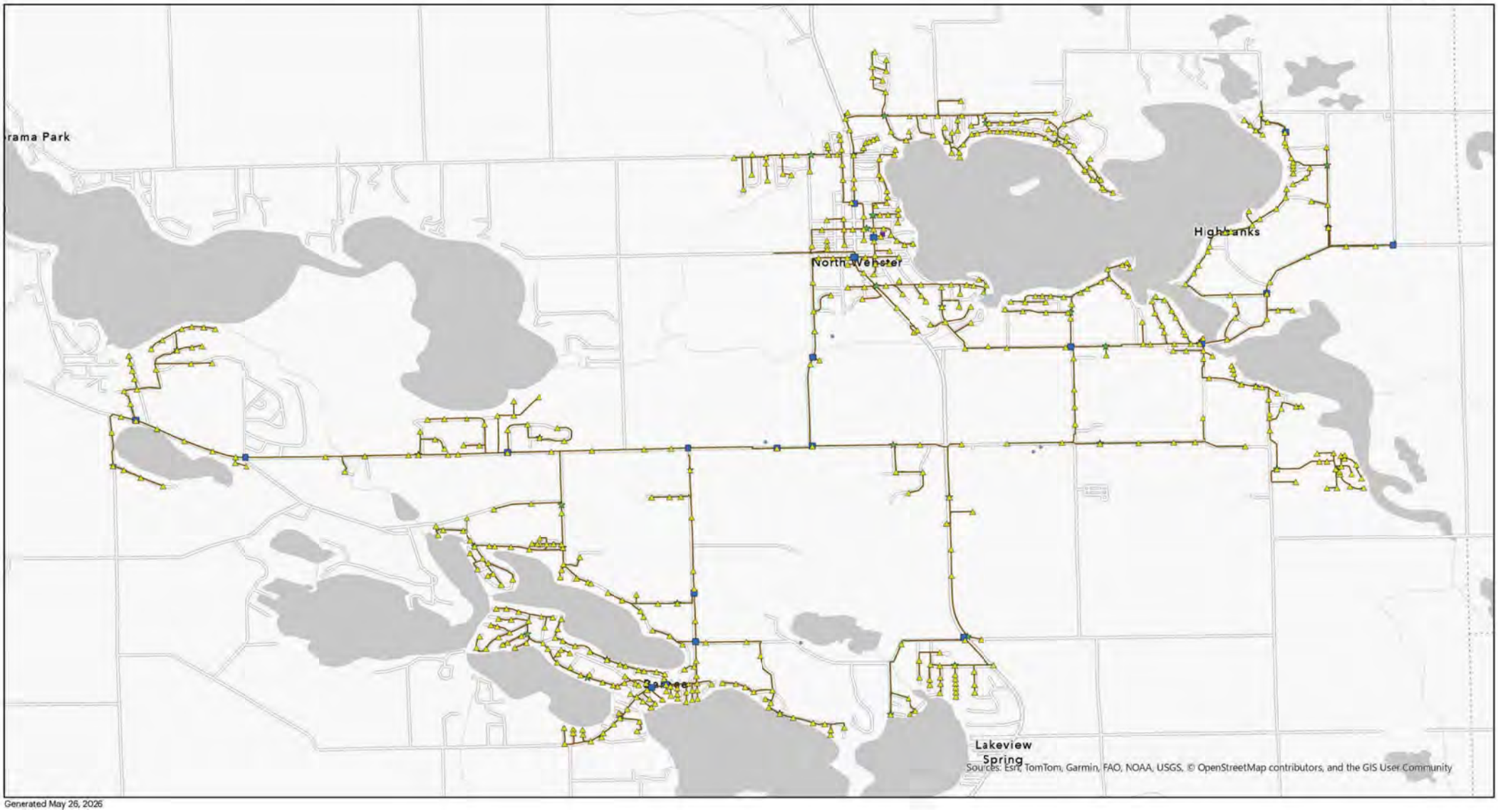
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Appendix A to Exhibit 41 – Map of Project Area IBO-935

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IBO-935



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Appendix B to Exhibit 41 – List of Locations in Project Area IBO-935

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Brightspeed IBO-935 Location List

5 locations

ID	Location ID	Is CAI	Technology	Upload	Download
1beacd5b69981db9d4565895afff7867	1292802131	No	Fiber	2000	2000
628b01230f453df058aa16140af1b6ba	1292811649	No	Fiber	2000	2000
d19c081a0aaca8f3e4f45226dc0c8f36	1292812043	No	Fiber	2000	2000
4db9a27e3fa0c0820d7fe189ba858f6a	1292802220	No	Fiber	2000	2000
f7593cd5dccbb60f7bf0e10e84049998	1292802224	No	Fiber	2000	2000

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Appendix C to Exhibit 41 – Budget for Project Area IBO-935

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Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$263.00	$0.00	$263.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$594.00	$0.00	$594.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$5,104.00	$0.00	$5,104.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$1,852.00	$0.00	$1,852.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$1,480.00	$0.00	$1,480.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$1,230.00	$0.00	$1,230.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$938.00	$0.00	$938.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$3,140.00	$0.00	$3,140.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$750.00	$0.00	$750.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$60.00	$0.00	$60.00
Permitting Costs	Permitting Costs	Professional Services	$4,143.00	$0.00	$4,143.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$4,891.00	$0.00	$4,891.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$4,370.00	$0.00	$4,370.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$843.00	$0.00	$843.00

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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	$0.00	$1,500.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$270.00	$0.00	$270.00
Handholes- Material	Handholes for in ground equipment	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	$17,224.00	$0.00	$17,224.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$15,120.00	$0.00	$15,120.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$4,465.00	$0.00	$4,465.00

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Appendix D to Exhibit 41 – Disbursement Schedule for Project Area IBO-935

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 41 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-935

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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 41 – 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 42 –Subaward Conditions and Statement of Work for Project Area IBO-1030

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);	[$21,249.00]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$21,249.00]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$21,249.00]
(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 42 - Specific Award Conditions for Project Area IBO-1030.
(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	[58.88%]; [$30,426.00]
Total Project Cost = (subaward funds + match)	$51,675.00

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$21,249.00** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO-1030 ("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 42**. The Project Area is depicted in the map in **Appendix A of this Exhibit 42**, 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 42**, 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 $30,426.00, which is 58.88% 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 58.88% for a total match of $30,426.00.

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 42** in the area depicted in **Appendix A of this Exhibit 42**.
   (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 42**, 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 42 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 42;
- Appendix A to this Exhibit 42 – Map of Project Area IBO-1030;
- Appendix C to this Exhibit 42 – Budget for Project Area IBO-1030;
- Appendix E to this Exhibit 42 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1030;
- Appendix F to this Exhibit 42 – 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 42 – Project Area
- Paragraph 5.B(2) of Exhibit 42 – Project Locations
- Paragraph 5.B(3) of Exhibit 42 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 42 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 42 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 42 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 42 – Access to Service
- Paragraph 5.B(5)e of Exhibit 42 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 42 – Wholesale Rate

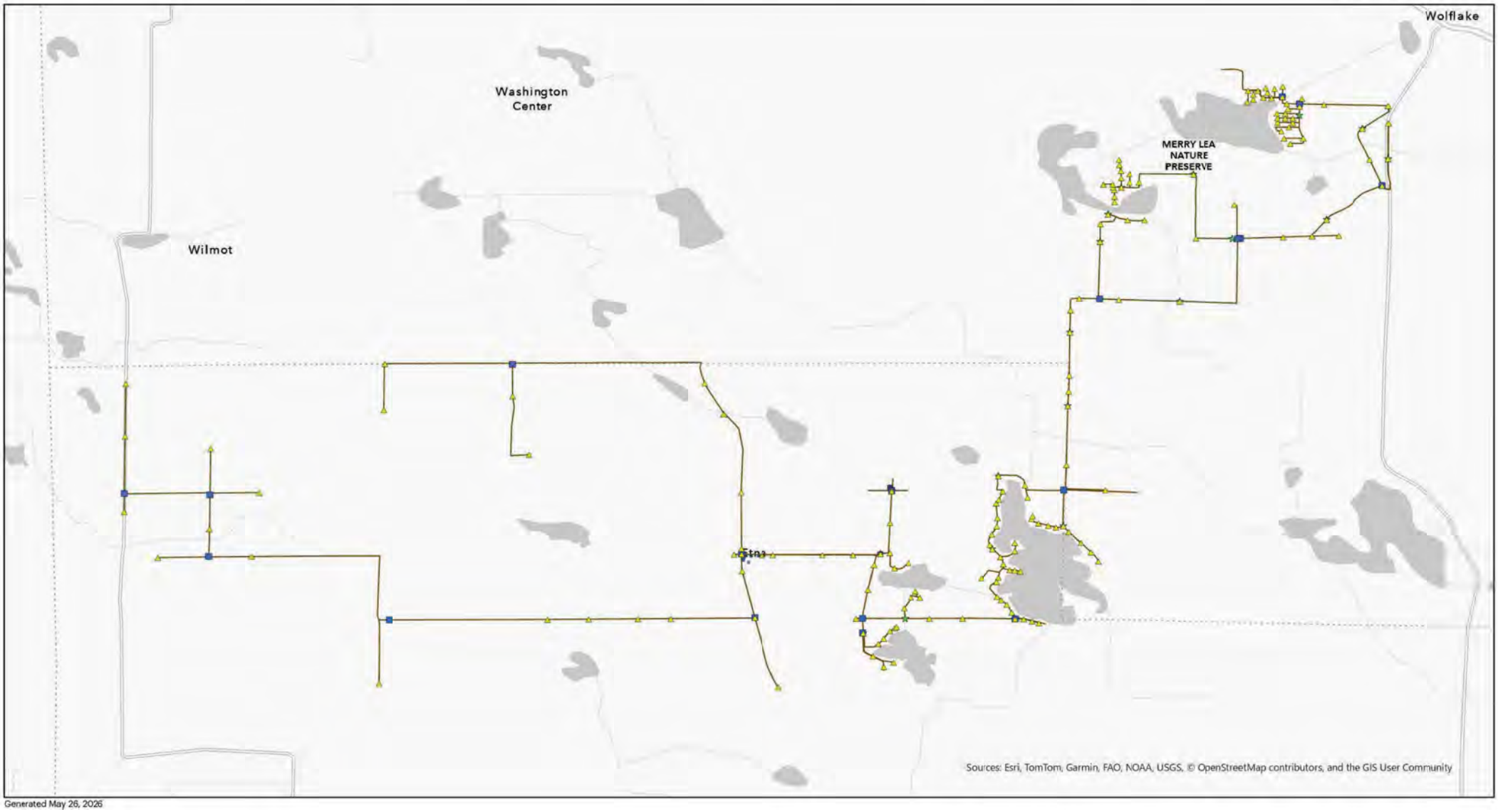
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Appendix A to Exhibit 42 – Map of Project Area IBO-1030

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brightspeed

IBO-1030



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Appendix B to Exhibit 42 – List of Locations in Project Area IBO-1030

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Brightspeed IBO-1030 Location List

8 locations

ID	Location ID	Is CAI	Technology	Upload	Download
8459c2e9b40b712e239c7329817be781	1037513185	No	Fiber	2000	2000
34a7676e70423af5e813fdbb80e705a3	1037513354	No	Fiber	2000	2000
964654d71877b7a59eb2730be8f11c98	1037513184	No	Fiber	2000	2000
998095b5a4312316e8a1270c4be0bdca	1037513186	No	Fiber	2000	2000
3598aed2865370ac225eb2a3f5751ddc	1037513355	No	Fiber	2000	2000
0d34d515c67e7e12471d8c864e4f11f5	1037533466	No	Fiber	2000	2000
495cd024d02f1d96e4b7129d4f9aca5a	1037513398	No	Fiber	2000	2000
82facd3966c922bb8bc48f73b12e47db	1037533465	No	Fiber	2000	2000

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Appendix C to Exhibit 42 – Budget for Project Area IBO-1030

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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	$3,553.00	$1,705.00	$1,848.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$10,530.00	$5,052.00	$5,478.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$1,500.00	$720.00	$780.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$3,135.00	$1,504.00	$1,631.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$469.00	$225.00	$244.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$5,024.00	$0.00	$5,024.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$3,042.00	$1,460.00	$1,582.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$1,290.00	$619.00	$671.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$263.00	$126.00	$137.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$11,992.00	$5,754.00	$6,238.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$750.00	$360.00	$390.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$36.00	$17.00	$19.00
Corning Fiber Terminals- Material	8, 4 or 2 port fiber terminals, used for customer ONT connections	Outside Plant, Towers, and Poles	$297.00	$143.00	$154.00

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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	$180.00	$86.00	$94.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Permitting Costs	Permitting Costs	Professional Services	$2,884.00	$1,384.00	$1,500.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$3,405.00	$1,634.00	$1,771.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$515.00	$247.00	$268.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$2,368.00	$0.00	$2,368.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$442.00	$213.00	$229.00

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Appendix D to Exhibit 42 – Disbursement Schedule for Project Area IBO-1030

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 42 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1030

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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 42 – 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 43 –Subaward Conditions and Statement of Work for Project Area IBO-996

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 43 - Specific Award Conditions for Project Area IBO-996.
(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%]; [$18,193.00]
Total Project Cost = (subaward funds + match)	$18,193.00

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-996 ("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 43**. The Project Area is depicted in the map in **Appendix A of this Exhibit 43**, 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 43**, 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 $18,193.00, 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 $18,193.00.

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 43** in the area depicted in **Appendix A of this Exhibit 43**.
   (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 43**, 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 43 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 43;
- Appendix A to this Exhibit 43 – Map of Project Area IBO-996;
- Appendix C to this Exhibit 43 – Budget for Project Area IBO-996;
- Appendix E to this Exhibit 43 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-996;
- Appendix F to this Exhibit 43 – 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.