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

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

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

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

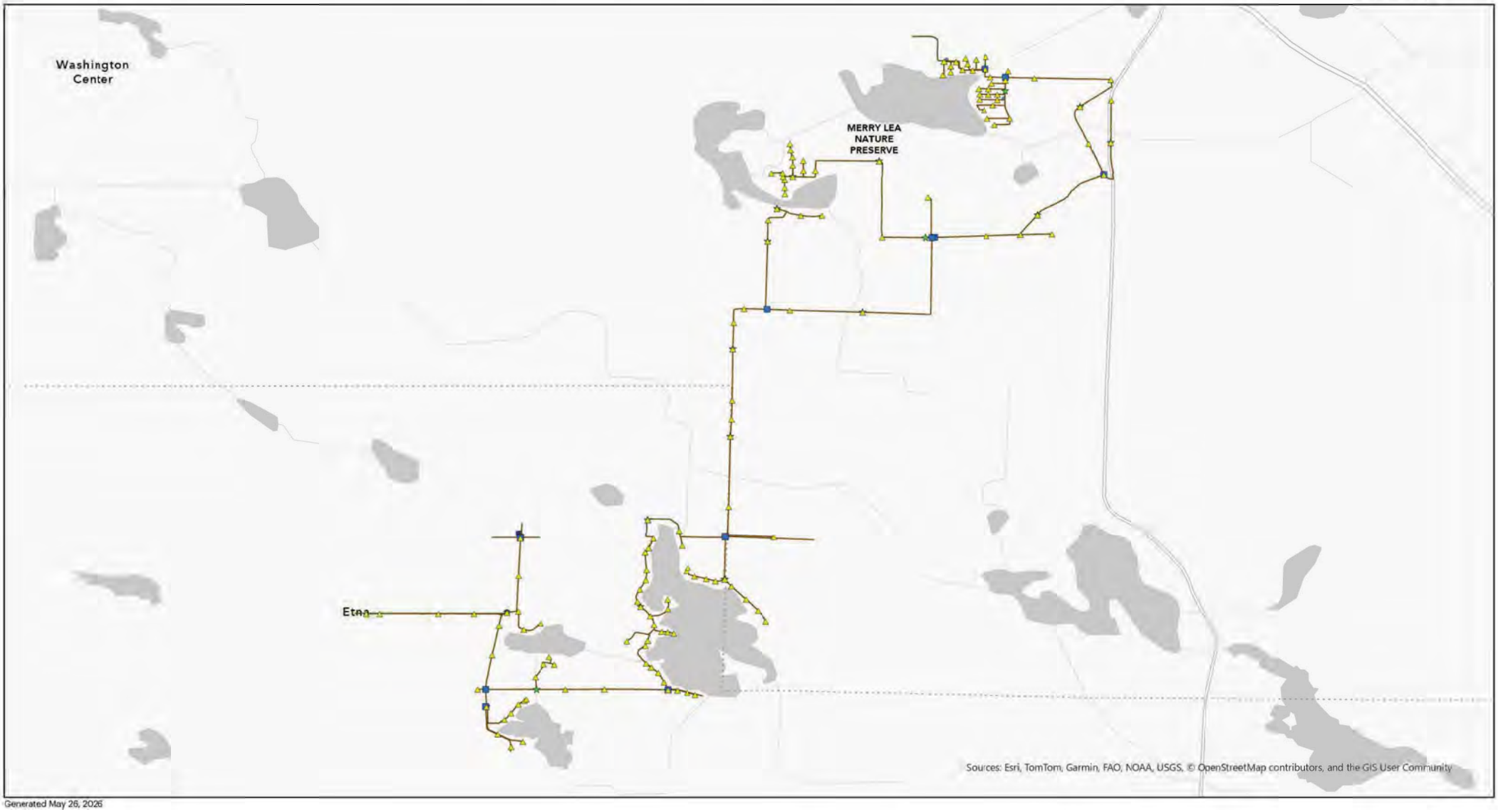
Docusign Envelope ID: F6168E03-BAEE-825D-8099-20D4B6004A4C

Appendix A to Exhibit 43 – Map of Project Area IBO-996

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

brightspeed

IBO-996



Generated May 26, 2026

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

Appendix B to Exhibit 43 – List of Locations in Project Area IBO-996

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

Brightspeed IBO-996 Location List

3 locations

ID	Location ID	Is CAI	Technology	Upload	Download
334e65d5bbcad72ee83326297fbf2e69	1145355383	No	Fiber	2000	2000
68f5d2db7fda1fcb791a0c88642f80c3	1145355496	No	Fiber	2000	2000
a4c8736c41516c69395f64a96a18e1bd	1145355369	No	Fiber	2000	2000

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

Appendix C to Exhibit 43 – Budget for Project Area IBO-996

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

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$1,186.00	$0.00	$1,186.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$1,059.00	$0.00	$1,059.00
Transport installation Labor	Installation of network transport hardware like the ASM	Construction Services	$0.00	$0.00	$0.00
OLT Installation labor	Installation of OLT in the central office	Construction Services	$12.00	$0.00	$12.00
Permitting Costs	Permitting Costs	Professional Services	$1,004.00	$0.00	$1,004.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$889.00	$0.00	$889.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$646.00	$0.00	$646.00
Transport Calix ASM hardware	Calix transport ASM equipt for connecting OLT to wide area network	Other Allowable Costs	$0.00	$0.00	$0.00
Corning 2178 Splice Cases- Material	Splice cases manufactured, used for connections in network	Outside Plant, Towers, and Poles	$0.00	$0.00	$0.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$450.00	$0.00	$450.00
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	$1,237.00	$0.00	$1,237.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$4,176.00	$0.00	$4,176.00

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

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$3,672.00	$0.00	$3,672.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$1,045.00	$0.00	$1,045.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$0.00	$0.00	$0.00
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$1,884.00	$0.00	$1,884.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$888.00	$0.00	$888.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$45.00	$0.00	$45.00

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

Appendix D to Exhibit 43 – Disbursement Schedule for Project Area IBO-996

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%

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

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 43 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-996

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 43 – 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 44 –Subaward Conditions and Statement of Work for Project Area IBO-1072

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 44 - Specific Award Conditions for Project Area IBO-1072.
(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

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

(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%]; [$117,027.00]
Total Project Cost = (subaward funds + match)	$117,027.00

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-1072 ("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 44**. The Project Area is depicted in the map in **Appendix A of this Exhibit 44**, 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 44**, 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

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

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 $117,027.00, 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 $117,027.00.

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.

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

- 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 44** in the area depicted in **Appendix A of this Exhibit 44**.
   (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 44**, 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.

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

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.

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

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.

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

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);

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

(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.

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

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.

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

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 44 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.

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

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

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

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.

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

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 44;
- Appendix A to this Exhibit 44 – Map of Project Area IBO-1072;
- Appendix C to this Exhibit 44 – Budget for Project Area IBO-1072;
- Appendix E to this Exhibit 44 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1072;
- Appendix F to this Exhibit 44 – 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

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

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;

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

- 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.

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

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

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

- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 44 – Project Area
- Paragraph 5.B(2) of Exhibit 44 – Project Locations
- Paragraph 5.B(3) of Exhibit 44 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 44 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 44 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 44 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 44 – Access to Service
- Paragraph 5.B(5)e of Exhibit 44 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 44 – Wholesale Rate

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

Appendix A to Exhibit 44 – Map of Project Area IBO-1072

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

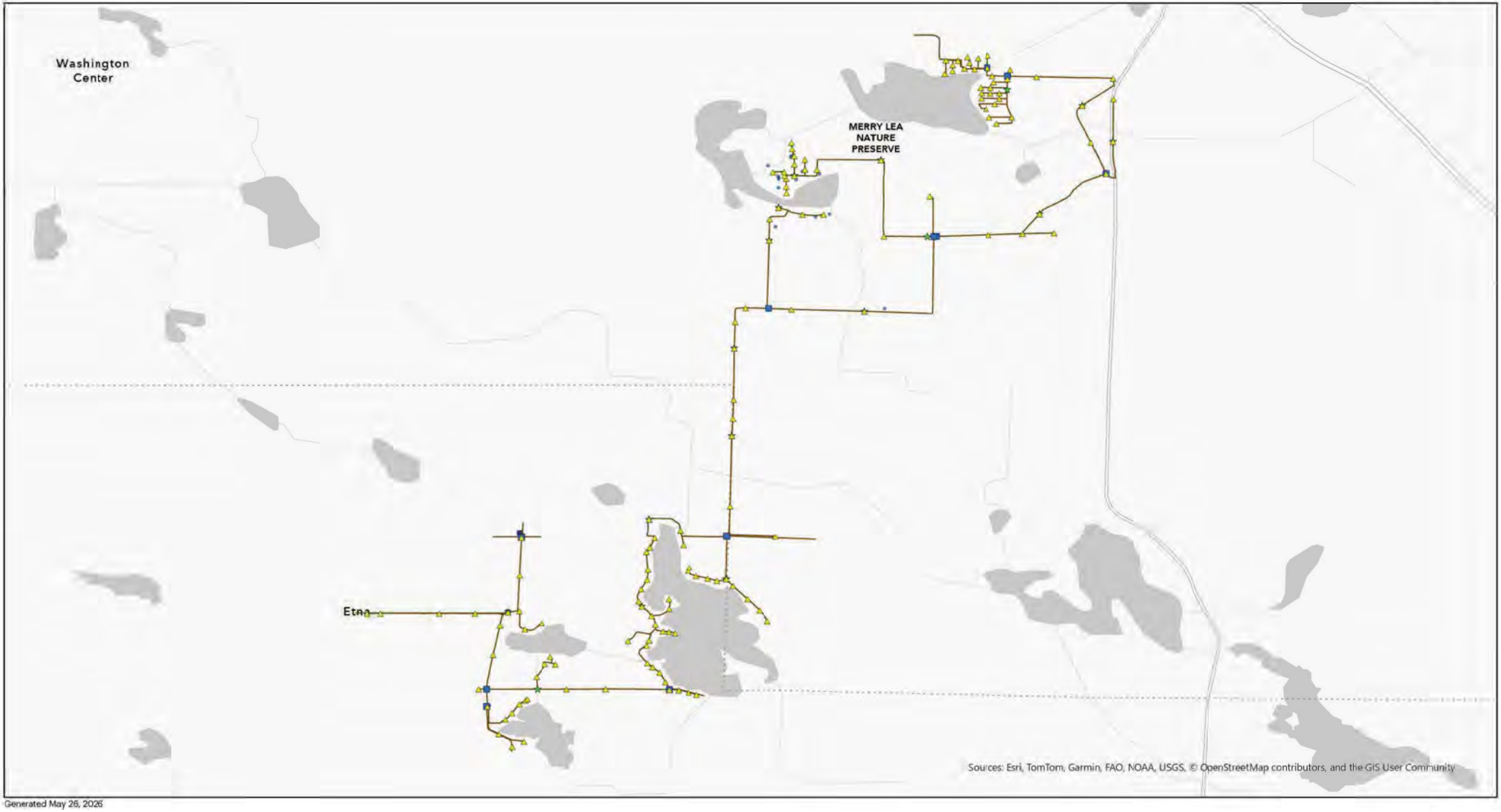
brightspeed

IBO-1072

addr_point
central_office
dtap
oh_route
splice_closure
terminal
ug_route

N

0 0.150.31 0.62 Miles



Generated May 26, 2026

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

Appendix B to Exhibit 44 – List of Locations in Project Area IBO-1072

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

Brightspeed IBO-1072 Location List

14 locations

ID	Location ID	Is CAI	Technology	Upload	Download
1a5018a25d5f1951da5f48a3285392e5	1145355541	No	Fiber	2000	2000
46142f4f578f948c77898a2d8a632f6d	1145354976	No	Fiber	2000	2000
97e5690105b3a61b82fa6f2294b9ccb5	1145355584	No	Fiber	2000	2000
3b79c8c0a27ed1bcb6bd6a827eed852b	1145355006	No	Fiber	2000	2000
115dbe3a7cb3d86023278af4c63b19b0	1145355034	No	Fiber	2000	2000
fb8706ef03e33e27e26fa2a0511ef313	1145355017	No	Fiber	2000	2000
896c06ad462dc7c80eb65e5e604e32b8	1145355032	No	Fiber	2000	2000
29a21fd40e451c388d0162669e9c8a69	1413418373	No	Fiber	2000	2000
e3b0684ad45cdd985ab7ec8a815ba44d	1145354981	No	Fiber	2000	2000
1ccf1ee42d0a950e7fd415200f392d8b	1145355557	No	Fiber	2000	2000
62490e09e65f2779cd408fa6bf299eb9	1145355012	No	Fiber	2000	2000
e5a3f18ac996c17aacb3d349d8e17796	1145356267	No	Fiber	2000	2000
cdda39ff1c99a9ffe1d36cb7487a3fec	1145355001	No	Fiber	2000	2000
bdb85c443aa0db1e5b888474b7d0c80e	1145355538	No	Fiber	2000	2000

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

Appendix C to Exhibit 44 – Budget for Project Area IBO-1072

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	$3,000.00	$0.00	$3,000.00
Handholes- Material	Handholes for in ground equipment	Outside Plant, Towers, and Poles	$1,069.00	$0.00	$1,069.00
Permitting Costs	Permitting Costs	Professional Services	$6,719.00	$0.00	$6,719.00
Engineering Design / Design Verification	Engineering Design Labor Costs	Professional Services	$7,933.00	$0.00	$7,933.00
OLT hardware- Calix Optical Line Terminal Shelf	Calix OLT for servicing all subscriber traffic	Other Allowable Costs	$450.00	$0.00	$450.00
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	$96.00	$0.00	$96.00
Feeder Fiber Buried Installation Labor	Installation of all burried fiber underground	Construction Services	$24,516.00	$0.00	$24,516.00
Feeder Fiber Aerial Installation Labor	Installation of all Aerial fiber on poles	Construction Services	$27,932.00	$0.00	$27,932.00
Feeder Splicing Labor	Splicing labor costs for individual fiber connections	Construction Services	$7,315.00	$0.00	$7,315.00
Ancillary Costs	Contingencies for costs like tree trimming, Rock	Contingency Funds	$1,128.00	$0.00	$1,128.00
Pole Attachments	Pole Make Ready Costs	Professional Services	$7,088.00	$0.00	$7,088.00
Terminal Installation & splicing Labor	Labor costs for terminal installation and associated splicing	Construction Services	$1,407.00	$0.00	$1,407.00

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

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
Customer Connect Costs Labor	Labor costs for subscriber fiber drop installation	Construction Services	$9,420.00	$0.00	$9,420.00
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	$891.00	$0.00	$891.00
Corning 144F Armored Fiber Cable- Material	Fiber cable used to connect the terminals back to the central office	Outside Plant, Towers, and Poles	$8,277.00	$0.00	$8,277.00
Conduit- Material	Conduit used for burried fiber	Outside Plant, Towers, and Poles	$3,004.00	$0.00	$3,004.00
Customer Connect Costs-Material	Material costs for subscriber drop and equipment installation	Other Allowable Costs	$4,440.00	$0.00	$4,440.00
Ancillary Costs	Contingencies for costs like fiber cable reel waste	Contingency Funds	$316.00	$0.00	$316.00

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

Appendix D to Exhibit 44 – Disbursement Schedule for Project Area IBO-1072

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%

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

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 44 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1072

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 44 – 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]