

GAC



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



97

August 14, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA), to award \$20,284,407.55 from the Broadband Matching Grant Initiative Program to two (2) recipients, for eight (8) projects listed on the attached document, supporting up to 75 percent of project costs for eligible broadband infrastructure projects that bring broadband access to unserved and underserved locations, effective upon Governor and Council approval through September 30, 2026. **100% Federal Funds.**

Funds are available in the following account for Fiscal Year 2025 and are anticipated to be available in Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-22-022-221510-24410000, Broadband Connectivity FD ARP:

	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
072-509073 – Grants Federal	\$17,284,407.55	\$2,000,000.00	\$1,000,000.00

EXPLANATION

The American Rescue Plan Act (ARPA) Capital Project Fund (CPF) was established in 2021 by the United States Department of the Treasury to provide states, territories, and tribal governments the ability to perform projects relating to work, education, and healthcare. As part of the State's use of its allocation of ARPA CPF, The Broadband Matching Grant Initiative was adopted as a grant program to further bring broadband infrastructure to the State of New Hampshire on September 1, 2023.

New Hampshire's Broadband Matching Grant Initiative (BMGI), established by RSA 12-O:61-63, is a competitive grant program designed to improve broadband availability across the state. A total of twenty-five (25) million dollars in Capital Project Funds (CPF) has been authorized for the BMGI grant program. Per approved program administrative rules in BEA 400, BMGI was established to minimize the availability gap of internet services to unserved areas by working with internet service providers in partnership with communities and communication districts. Internet Service Providers (ISPs) and municipalities had the opportunity to apply for BMGI funding. To meet application requirements per BEA 400, ISPs needed to work with the towns within their project area and have authorization from the chair of the governing body. A municipality could sign the application without an ISP representative but must otherwise be able to provide all required documentation per the RSA and BEA 400 rules.

The subgrantees were chosen based on their ability to serve the most addresses for the lowest cost and, per BMGI rules, the capability to provide high-speed internet (>100/100 Mbps upload and download speeds) to unserved (<25/3 Mbps) and underserved (<100/20 Mbps) locations. ISPs are also required to participate in a low-cost option to ensure services are accessible.

100 North Main Street, Suite 100
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

These eight grant sub awards will allow for two ISPs to deploy reliable high-speed broadband to 2,495 addresses throughout the State of New Hampshire at an average cost of approximately \$8,130.02 in BMGI funds per passing. Broadband Infrastructure Projects need to be successfully completed by March 31, 2026.

Per BEA 04.06, within 14 calendar days of using BMGI Funds, Once awards are authorized, subgrantees must notify BEA when construction of a project has begun, they must comply with any and all subrecipient monitoring requirements, and are required to give BEA project updates throughout the life of the project and upon completion.

Awards will be paid in a lump sum upon substantial completion of a Project, which means at that time a project can fulfill the primary operations that it was designed to perform, delivering services to end-users, which enables the State to verify each project has achieved its goals and met its obligations under the award before funds are disbursed.

Please see attached Schedule #1 for a list of awards in this G&C packet and the municipalities in which projects will take place. BEA anticipates bringing forward additional BMGI projects for approval, as it finalizes the remaining awards.

The Attorney General's office has reviewed and approved this contract as to form, substance, and execution.

If Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Caswell', with a stylized initial 'T' and a flourish at the end.

Taylor Caswell
Commissioner

Department of Business and Economic Affairs
 Division of Economic Development
 NH Broadband Equity, Access, and Deployment Grant Plan (Infrastructure Investment and Jobs Act)
 BMGI Award Summary

Subrecipient	Project Name	Municipalities	Total Locations	Total BMGI Funds Awarded
HUB66 Inc (VC 505626)	Alton	Alton	199	\$1,790,850.75
HUB66 Inc (VC 505626)	Bridgewater	Bridgewater	115	\$675,025.80
HUB66 Inc (VC 505626)	Bristol	Bristol	39	\$181,200.00
HUB66 Inc (VC 505626)	Canaan	Canaan	166	\$1,807,284.00
HUB66 Inc (VC 505606)	Cornish, Plainfield	Cornish, Plainfield	295	\$2,899,484.00
HUB66 Inc (VC 505626)	Enfield	Enfield	52	\$438,900.00
HUB66 Inc (VC 505626)	Gilford	Gilford	122	\$617,848.00
Consolidated Communications Enterprise Services, Inc. (VC 286193)	Barnstead et al	Barnstead, Barrington, Belmont, Epsom, Farmington, Frankestown, Gilmanton, Lancaster, Pittsfield, Strafford, Allenstown, Canterbury, Deerfield, Greenfield, Groveton, Loudon, Lyndeborough, Milton, New Ipswich, Northfield, Suncook, Tilton and Union	1507	\$11,873,815.00
			2,495	\$20,284,407.55

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs		1.2. State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3. Grantee Name HUB66 INC		1.4. Grantee Address 100 Powdermill Road, Suite 197 Acton, MA 01720	
1.5. Grantee Phone # 978-307-2660	1.6. Account Number 24410000	1.7. Completion Date September 30, 2026	1.8. Grant Limitation \$1,790,850.75
1.9. Grant Officer for State Agency Wayne Goulet		1.10. State Agency Telephone Number 603-271-4846	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Andrea J. Vient</i>		1.12. Name & Title of Grantee Signor 1 Andrea J. Vient, CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>[Signature]</i>		1.14. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Louise D. Welch</i> Assistant Attorney General, On: 8/13/24			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. ARFA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.6. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A
SPECIAL PROVISIONS**

1. GRANT DOCUMENTS

This Grant consists of the following documents ("Grant Documents"), which are all incorporated herein by reference as if fully set forth herein:

- a. State of New Hampshire Terms and Conditions, General Provisions Form G-1
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms
- e. EXHIBIT D Drug-Free Workplace
- f. EXHIBIT E Lobbying
- g. EXHIBIT F Debarment
- h. EXHIBIT G Americans with Disabilities Act Compliance
- i. EXHIBIT H Environmental Tobacco Smoke
- j. EXHIBIT I Nondiscrimination in Federally Assisted Programs
- k. EXHIBIT J FFATA Compliance
- l. EXHIBIT K Approved BMGI Application
- m. EXHIBIT L Prime Grant Agreement (FAIN: CPFFN0143)

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Exhibit L, the Prime Grant Agreement; (2) General Provisions as modified by EXHIBIT A "Special Provisions; (3) EXHIBIT B "Scope of Services;" (4) EXHIBIT C "Payment Terms."

2. PURPOSE OF FUNDS

2.1 Grantee, HUB66 INC will use the grant funds for deploying broadband infrastructure to unserved locations in the town of Alton as identified in their application.

3. FEDERAL AWARD IDENTIFICATION

This Award is a federal subaward. Grantee is a federal subrecipient of the State of New Hampshire's Coronavirus Capital Project's Fund; as identified below:

- 3.1 Grantee's name (as registered in SAM.gov): HUB66 INC
- 3.2 Grantee's Unique Entity Identifier (UEI): ZJDANNTUSN15
- 3.3 United States Department of the Treasury ("Treasury") Federal Award Identification Number (FAIN): CPFFN0143
- 3.4 Federal award date: February 3, 2022
- 3.5 Subaward period of performance: 08/30/2024 to 03/31/2026
- 3.6 Subaward budget period: 08/30/2024 to 03/31/2026
- 3.7 Amount of federal funds obligated by this Agreement: \$1,790,850.75
- 3.8 Total amount of federal funds obligated to the Grantee by the State (including by this agreement) \$8,410,592.55.
- 3.9 Total amount of Coronavirus Capital Project Fund funds committed to the Grantee by the State: \$8,410,592.55
- 3.10 Program Description: The purpose of the Coronavirus Capital Projects Fund (CCPF) is to provide financial assistance to states, territories, and tribal governments to carry out critical capital projects that directly enable work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the coronavirus disease.
- 3.11 The federal awarding agency for the prime award is the United States Department of the Treasury. The pass-through entity making this subaward is the State of New Hampshire Department of Business and Economic Affairs, 100 North Main Street, Suite 100, Concord, NH, 03301.
- 3.12 Federal award Assistance Listing Number (ALN) and title: 21.029 Coronavirus Capital Projects Fund

- 3.13 This Award will not be used for Research and Development (R&D).
- 3.14 This award does not have an indirect cost rate because it is exempt from 2 CFR 200 subpart E: Cost Principles.

4. ALLOWABLE USES

Grantee shall use funds solely for allowable purposes as set forth in paragraph 1 and as defined in the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source.

5. SUBAWARDS, CONTRACTS, AND OTHER AGREEMENTS

- 5.1 To the extent that Grantee is making any contracts, subawards, or other agreements using funds provided under this Agreement, Grantee shall develop and use a template for subawards, contracts, or other agreements as applicable that will be subject to review and approval by the State before use to ensure that the subawards, contracts, or other agreements contain adequate provisions that the funds can only be used for allowable ARPA costs and require compliance with 2 CFR 200 and other applicable requirements.
 - 5.1.1 In the event that Grantee enters into any subawards, contracts, or other agreements using funds from this award, Grantee shall ensure that such subawards, contracts, or other agreements contain provisions that grant the State oversight rights that are at least equivalent to the oversight rights reserved to the State under this grant agreement.
 - 5.1.2 Grantee shall explicitly incorporate, or cause to be incorporated, in each subaward, contract, or other agreement the relevant provisions of this Agreement pertaining to site access, oversight, reporting, and compliance or provisions that mirror the intent and purpose of such clauses to ensure that the State retains the same level of oversight over the use of grant funds in the subaward, contract, or other agreement as it does under this Agreement.
- 5.2 Grantee agrees to obtain prior approval from the State for any new subaward, contract, or other agreement made with grant funds.
- 5.3 Existing subawards, contracts, or other agreements do not require prior approval from the State. Copies of existing subawards, contracts, or other agreements shall be submitted to the State upon request.

6. GUIDANCE

- 6.1 All Capital Projects Fund guidance issued by the United States Department of the Treasury is incorporated herein and made part of this agreement as if set forth in full. This includes, but is not limited to, Treasury's *Guidance for the Coronavirus Capital Projects Fund, Coronavirus Capital Projects Fund Compliance and Reporting Guidance, Coronavirus Capital Projects Fund Frequently Asked Questions April 22, 2022, and SLFRF and CPF Supplementary Broadband Guidance May 17, 2023*. All guidance is available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>.
- 6.2 The U.S. Department of Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Capital Projects Fund funds at its website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>. Any such guidance shall be considered incorporated herein and made part of this agreement as if set forth in full without further notice.
- 6.3 The terms and conditions of the prime grant agreement, as set forth in the State of New Hampshire's ("State") Notice of Award (FAIN: CPFFN0143) are incorporated herein and made part of this Agreement as if set forth in full. (See Exhibit L)
- 6.4 This agreement is subject to the requirements set forth by the State in RSA 12-O:61-63, and the New Hampshire Code of Administrative Rules Bea 400, and are incorporated herein and made part of this agreement as if set forth in full.

7. ADMINISTRATIVE COSTS

Any administrative costs incurred by Grantee shall be paid from the Grantee's funding match and shall not be considered eligible costs under this Award.

8. REPORTING & MONITORING

- 8.1 The Grantee shall comply with periodic project reporting and financial reporting. The cadence of reporting

will be no less than quarterly. The State may request any other project information it deems necessary in compliance with state and federal reporting requirements. The Grantee will comply with any such request in a timely manner.

8.2 The Grantee shall comply with any and all subrecipient monitoring processes required by the State. This includes, but is not limited to, completion of desk review questionnaires and other information gathering tools, production of financial and transactional records, internal documents, and any other documentation the State requests, and cooperation with site visits and interviews of Grantee's personnel or the personnel of any subgrantees, contractors, or subcontractors. Subrecipient monitoring will take place monthly, quarterly, or semi-annually based on a risk assessment conducted by the State.

8.2.1 The Grantee agrees to promptly take any remedial action required by the State as a result of any errors, omissions, or deficits identified through the reporting and monitoring process.

9. EXTENSION OF AWARD PERIOD OF PERFORMANCE

Grantee shall certify substantial completion of the Project on or before March 31, 2026. Extensions may be granted at the sole discretion of the State.

10. UNIQUE ENTITY IDENTIFIER (UEI) AND ELIGIBILITY REQUIREMENTS.

10.1 Pursuant to 2 CFR 25 Grantees must provide a valid Unique Entity Identifier (UEI). EXHIBIT J should be returned completed with the executed Grant Agreement and must be received before project work commences.

10.1.1 This requirement shall be passed through to subgrantees, contractors, and subcontractors.

10.2 By entering into this agreement, Grantee certifies that it is not suspended, debarred, or otherwise excluded from receiving federal funds. Grantee shall complete the debarment certification included as Exhibit F of this Award.

10.2.1 Grantee shall not enter into any subawards without confirming that the subrecipient is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. This requirement applies to all covered transactions identified by 2 CFR 180 by subrecipients of any tier, and any subaward agreement executed by Grantee shall include a term imposing this requirement upon any subrecipients.

10.2.2 Grantee shall not enter into any contracts with a value over \$25,000 without confirming that the contractor is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. Grantee shall include in any such contracts a term which extends this requirement to subcontractors.

11. REAL PROPERTY & EQUIPMENT

11.1 Federal Interest. Any real property or equipment acquired or improved under this Award is subject to a federal interest in property equal to the product of the percentage of Treasury's contribution to the cost of the purchase or improvement and the fair market value of the property. This interest shall persist until December 31, 2034 ("Federal Interest Period").

11.2 Title to real property or equipment acquired or improved under the award ("Project Property") vests in the Grantee, subject to the condition that, for the duration of the Federal Interest Period (December 31, 2034), the Grantee and any successors or transferees:

11.2.1 Shall use the Project Property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below;

11.2.2 Shall continue to provide internet service to the service areas and at the standard initially agreed upon by the State and Grantee;

11.2.3 Shall participate in federal programs that provide low-income consumers with subsidies on broadband internet access services;

11.2.4 Shall comply with the requirements of 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance;

11.2.5 Shall comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the Grantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;

11.2.6 Shall maintain records of real property that include an indication of the applicable federal interest;

11.2.7 May dispose of Project Property in the ordinary course of business when no longer needed to operate the

- network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Project Property;
- 11.2.8 May otherwise sell or transfer Project Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest; and
- 11.2.9 Shall notify the State and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Grantee or its affiliates.
- 11.3 Pursuant to 2 CFR 200.316 and in recognition that this project is being undertaken for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, the Grantee must hold Project Property in trust for the beneficiaries of the project.
- 11.4 The Grantee may encumber the property if Treasury receives a shared first lien position in the Project Property, such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the of the property that is equal to Treasury's percentage contribution to the project cost.
- 11.5 If the Grantee fails to comply with the provisions of 11.2 through 11.4 above the Grantee shall request disposition instructions for the Project Property pursuant to 2 CFR 200.311(c) or 2 CFR 200.313(c), as applicable.

12. SITE ACCESS

The Grantee agrees to allow the State access to work sites funded through this grant agreement for any purpose, which includes publicity, site verification, and any other purpose as determined by the State.

13. SINGLE AUDIT

Federal single audit requirements shall apply to this grant agreement, as set forth in 2 CFR 200 Subpart F, Audit Requirements.

14. FIXED AMOUNT SUBAWARD STRUCTURE

This Award is considered a fixed amount subaward pursuant to the fixed amount subaward structure detailed in Treasury's SLFRF and CPF Supplementary Broadband Guidance, published on May 17, 2023, which modifies the standard Uniform Guidance requirements for fixed amount subawards. The SLFRF and CPF Supplementary Broadband Guidance is incorporated by reference into this Agreement. These terms are subject to further clarification and modification by Treasury, and any future guidance provided by Treasury is incorporated by reference into this Agreement without additional notice to Grantee. The following exceptions, modifications, and requirements apply to this Award pursuant to the SLFRF and CPF Supplementary Broadband Guidance:

- Treasury pre-approval is not required for this Award.
- The amount of this Award is not capped at the Simplified Acquisition Threshold.
- Any income earned through activities carried out under this award is not considered program income and may be used by Grantee without restriction.
- This Award is not subject to 2 CFR 200, subpart E: Cost Principles.
- This Award is not subject to the Uniform Guidance procurement standards in 2 CFR 200.317 – 200.327.
- This Award may be subject to a cost-sharing or cost-matching requirement.
- The requirements for the acquisition, use, management, and disposition of real property and equipment shall be as detailed in Section 11 of this Exhibit.
- The Grantee must certify that the project has reached substantial completion on or before March 31, 2026. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational.

Other than the exceptions and modifications detailed in the SLFRF and CPF Supplementary Broadband Guidance and any other applicable Treasury guidance, Grantee must comply with 2 CFR 200.

15. CLOSEOUT

Closeout shall be completed by September 30, 2026 in a manner in compliance with federal guidance. The closeout process may include, but shall not be limited to, a final performance report and review process, a final compliance monitoring process, a request by the State for any Award-related documentation not yet provided, and a request for payment by Grantee and payment of the Award Amount by the State. Grantee shall comply with all closeout requirements in a timely manner, and in any case no more than 30 days after a request for a response.

16. INCREASED SEATBELT USE IN THE UNITED STATES

Pursuant to Executive Order 12043, 62 FR 19217 (April 8, 1997), Grantee is encouraged and shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

17 REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13512, 74 FR 51225 (October 1, 2009), Grantee is encouraged and shall encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT B
SCOPE OF SERVICES**

1. SCOPE OF WORK

- 1.1 The proposed project submission, as described and approved in EXHIBIT K "APPROVED BMGI APPLICATION," is incorporated by reference as if fully set forth herein.
- 1.2 This project shall serve 199 locations in Alton, delivering 100 Mbps/100 Mbps service. Alton have partnered with HUB66 INC. Grantor shall provide a 75% MATCH to the total project cost of \$2,387,801. The source of the unmatched funds for this project will be provided in a detailed Certified Letter by Grantee.

**EXHIBIT C
PAYMENT TERMS**

1. AWARD AMOUNT

Grantee shall be paid the full Award Amount of \$1,790,850.75 upon substantial completion of the project.

2. PRICING STRUCTURE

The State may amend the pricing structure and the overall Award amount at its discretion and at the request of the Grantee within the period of performance.

3. PAYMENT REQUEST

Upon substantial completion of the Project, Grantee shall send a payment request to the Office of Broadband Initiatives:

ATTN: Broadband Program Manager
Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301
Email: broadband@livefree.nh.gov

Or to the representative designated by the State.

4. PAYMENT METHOD

- 4.1 A single payment shall be made to Grantee upon substantial completion of the Project. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. No payment shall occur until the State has verified substantial completion of the Project.
- 4.2 The State may request additional documentation, perform site visits, or other methods of verification in order to determine whether the Project is substantially complete. The State may deny payment if it cannot verify substantial completion of the Project.
- 4.3 Payments may be made via CHK or ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

STANDARD EXHIBIT D
Drug-Free Workplace

The Grantee identified in this Project Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected

grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

HUB66 INC	Upon Governor & Executive Council Approval through September 30, 2026
Grantee Name	Period Covered by this Certification
<u>Andrea J. Vignat, CEO</u>	
Name and Title of Authorized Grantee Representative	
<u>Andrea J. Vignat</u>	<u>7-15-24</u>
Grantee Representative Signature	Date

STANDARD EXHIBIT E
Lobbying

The Grantee identified in this Project Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352; and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

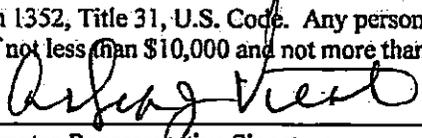
Programs (indicate applicable program covered): **Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections**

Grant Agreement Period: Upon Governor & Executive Council Approval through September 30, 2026

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 _____ Grantee Representative Signature	CEO _____ Grantee Representative Title
HUB66 INC _____ Grantee Name	7-15-24 _____ Date

STANDARD EXHIBIT F - Debarment

The Grantee identified in this Project Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

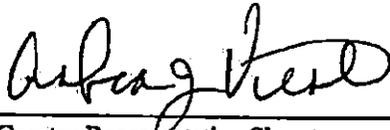
Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to the State, to whom this Grant agreement is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
- (7) The Grantee further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or a contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.



Grantee Representative Signature

CEO

Grantee Representative Title

HUB66 INC

Grantee Name

7-15-24

Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Grantee identified this Project Agreement agrees by signature of the Grantee's representative to execute the following certification:

By signing and submitting this Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Arthur J. Viera

Grantee Representative Signature

CEO

Grantee's Representative Title

HUB66 INC

Grantee Name

7-15-24

Date

STANDARD EXHIBIT H

**CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Arthur J. Vitti

CEO

Grantee Representative Signature

Grantee Representative Title

HUB66 INC

7-15-24

Grantee Name

Date

STANDARD EXHIBIT I
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

HUB66 INC (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether

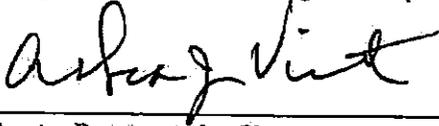
the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts or other federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such data of application for federal assistance which are approved before such date. The Grantee recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).

	<i>CEO</i>
_____ Grantee Representative Signature	_____ Grantee Representative Title
HUB66 INC	<i>7-15-24</i>
_____ Grantee Name	_____ Date

**STANDARD EXHIBIT J cont.
CERTIFICATION**

As the Grantee identified in this Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity Identifier (UEI) for your entity is: 23DANNTUSN15

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____

Amount: _____

**EXHIBIT K
APPROVED BMGI APPLICATION**

This page is a placeholder for Exhibit K: Approved BMGI Application. Include all changes that occurred to the submitted application after the challenge process.

EXHIBIT L
PRIME GRANT AGREEMENT (FAIN: CPFFN0143)

This page is a placeholder for Exhibit L: Prime Grant Agreement.

State of New Hampshire

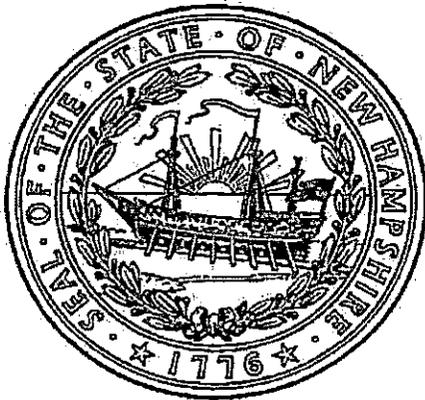
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HUB66 INC is a Delaware Profit Corporation registered to transact business in New Hampshire on February 13, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **836650**

Certificate Number: **0006708528**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Michael Mateja, hereby certify that I am duly elected Secretary of
(Name)

Hub66, Inc. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations:

President of the Board of Directors and/or the Chief Executive Officer.

I further certify that the following individuals currently hold the office or positions
authorized:

Andrea Vient is the 2024 President of the Board and the Chief Executive Officer.

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority **shall remain valid**
for thirty (30) days from the date of this certificate.

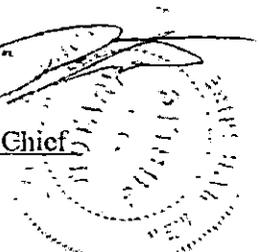
DATED: 07/04/2024

ATTEST:

Michael Mateja

Secretary to the Board of Directors & Chief
Technology Officer

(Name & Title)



State of NH County of Rockingham
The foregoing instrument was acknowledged before me
this 2 day of July, 2024.
by Michael Mateja
Lynn Gagnon Notary Public
My Commission Expires _____

LYNNE GAGNON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 7, 2027



July 10, 2024

Andrea Vient
Hub66
100 Powder Mill Rd, Ste 197
Acton, MA 01720

Subject: New Hampshire BMGI – Award Notification – Hub66-Alton

Dear Ms. Vient,

Congratulations! The **Hub66-Alton** application has been approved for participation in New Hampshire's Broadband Matching Grant Initiative (BMGI), pursuant to approval by the Governor and Executive Council (G&C). After all documents are received and once the award is officially approved by G&C, **Hub66** will be **awarded \$1,790,850.75 for 199 eligible project locations**, per the payment terms outlined in the G-1 award agreement.

The attachments and required documents include:

- An Excel spreadsheet of the **199 eligible project locations**.
- G-1 award agreement, which includes payment terms and compliance requirements.
- Associated exhibits/documents that require signature and/or acknowledgements. In addition to the G-1 award agreement, the State of New Hampshire requires the following documents:
 1. A current Certificate of Good Standing from the New Hampshire Secretary of State.
 2. A notarized Certificate of Authority for the individual signing the contract.
 3. A Certificate of Insurance naming the State of New Hampshire, Department of Business and Economic Affairs as an additional insured and reflecting the following required coverage:
 - i. Comprehensive General Liability Insurance. The coverage shall have appropriate riders against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability coverage; and
 - iii. State of New Hampshire Workers' Compensation, as defined by the state.
 4. Proof that the recipient is a current vendor for the State of New Hampshire. If the recipient is not already a vendor for the State, the recipient needs to work with the New Hampshire Department of Administrative Services (DAS) to become a vendor for the State.



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



5. A Certified Letter detailing the source of the unmatched funds for the project as referenced in Exhibit B, Scope of Services, Section 1.2 of the G-1 award agreement.
6. Performance bond, if required.

We request that the G-1 award agreement and required exhibits/documents be signed and returned as soon as possible, but no later than **Monday, July 22nd 2024 at 3pm EST.**

If you have any questions, please reach out to the Department of Business and Economic Affairs Office of Broadband Initiatives at broadband@livefree.nh.gov.

Sincerely,

New Hampshire Department of Business and Economic Affairs (BEA) Office of Broadband Initiatives

📍 100 North Main Street, Suite 100

Concord, New Hampshire 03301

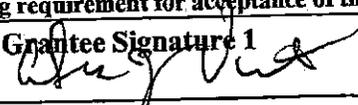
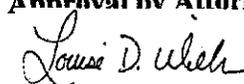
☎ 603.271.2341

👉 visithh.gov nheconomy.com choosenh.com

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs		1.2. State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3. Grantee Name HUB66 INC		1.4. Grantee Address 100 Powdermill Road, Suite 197 Acton, MA 01720	
1.5. Grantee Phone # 978-307-2660	1.6. Account Number 24410000	1.7. Completion Date September 30, 2026	1.8. Grant Limitation \$675,025.80
1.9. Grant Officer for State Agency Wayne Goulet		1.10. State Agency Telephone Number 603-271-4846	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Andrew J. Valent, CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 8/13/24	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. **PERSONNEL.**
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; REFENTION OF DATA; ACCESS.**
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE:**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A
SPECIAL PROVISIONS**

1. GRANT DOCUMENTS

This Grant consists of the following documents ("Grant Documents"), which are all incorporated herein by reference as if fully set forth herein:

- a. State of New Hampshire Terms and Conditions, General Provisions Form G-1
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms
- e. EXHIBIT D Drug-Free Workplace
- f. EXHIBIT E Lobbying
- g. EXHIBIT F Debarment
- h. EXHIBIT G Americans with Disabilities Act Compliance
- i. EXHIBIT H Environmental Tobacco Smoke
- j. EXHIBIT I Nondiscrimination in Federally Assisted Programs
- k. EXHIBIT J FFATA Compliance
- l. EXHIBIT K Approved BMGI Application
- m. EXHIBIT L Prime Grant Agreement (FAIN: CPFFN0143)

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Exhibit L, the Prime Grant Agreement; (2) General Provisions as modified by EXHIBIT A "Special Provisions; (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Payment Terms."

2. PURPOSE OF FUNDS

2.1 Grantee, HUB66 INC will use the grant funds for deploying broadband infrastructure to unserved locations in the town of Bridgewater as identified in their application.

3. FEDERAL AWARD IDENTIFICATION

This Award is a federal subaward. Grantee is a federal subrecipient of the State of New Hampshire's Coronavirus Capital Project's Fund, as identified below:

- 3.1 Grantee's name (as registered in SAM.gov): HUB66 INC
- 3.2 Grantee's Unique Entity Identifier (UEI): ZJDANNTUSN15
- 3.3 United States Department of the Treasury ("Treasury") Federal Award Identification Number (FAIN): CPFFN0143
- 3.4 Federal award date: February 3, 2022
- 3.5 Subaward period of performance: 08/30/2024 to 03/31/2026
- 3.6 Subaward budget period: 08/30/2024 to 03/31/2026
- 3.7 Amount of federal funds obligated by this Agreement: \$675,025.80
- 3.8 Total amount of federal funds obligated to the Grantee by the State (including by this agreement) \$6,619,741.80.
- 3.9 Total amount of Coronavirus Capital Project Fund funds committed to the Grantee by the State \$6,619,741.80
- 3.10 Program Description: The purpose of the Coronavirus Capital Projects Fund (CCPF) is to provide financial assistance to states, territories, and tribal governments to carry out critical capital projects that directly enable work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the coronavirus disease.
- 3.11 The federal awarding agency for the prime award is the United States Department of the Treasury. The pass-through entity making this subaward is the State of New Hampshire Department of Business and Economic Affairs, 100 North Main Street, Suite 100, Concord, NH, 03301.
- 3.12 Federal award Assistance Listing Number (ALN) and title: 21.029 Coronavirus Capital Projects Fund

- 3.13 This Award will not be used for Research and Development (R&D).
3.14 This award does not have an indirect cost rate because it is exempt from 2 CFR 200 subpart E: Cost Principles.

4. ALLOWABLE USES

Grantee shall use funds solely for allowable purposes as set forth in paragraph 1 and as defined in the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source.

5. SUBAWARDS, CONTRACTS, AND OTHER AGREEMENTS

- 5.1 To the extent that Grantee is making any contracts, subawards, or other agreements using funds provided under this Agreement, Grantee shall develop and use a template for subawards, contracts, or other agreements as applicable that will be subject to review and approval by the State before use to ensure that the subawards, contracts, or other agreements contain adequate provisions that the funds can only be used for allowable ARPA costs and require compliance with 2 CFR 200 and other applicable requirements.
- 5.1.1 In the event that Grantee enters into any subawards, contracts, or other agreements using funds from this award, Grantee shall ensure that such subawards, contracts, or other agreements contain provisions that grant the State oversight rights that are at least equivalent to the oversight rights reserved to the State under this grant agreement.
- 5.1.2 Grantee shall explicitly incorporate, or cause to be incorporated, in each subaward, contract, or other agreement the relevant provisions of this Agreement pertaining to site access, oversight, reporting, and compliance or provisions that mirror the intent and purpose of such clauses to ensure that the State retains the same level of oversight over the use of grant funds in the subaward, contract, or other agreement as it does under this Agreement.
- 5.2 Grantee agrees to obtain prior approval from the State for any new subaward, contract, or other agreement made with grant funds.
- 5.3 Existing subawards, contracts, or other agreements do not require prior approval from the State. Copies of existing subawards, contracts, or other agreements shall be submitted to the State upon request.

6. GUIDANCE

- 6.1 All Capital Projects Fund guidance issued by the United States Department of the Treasury is incorporated herein and made part of this agreement as if set forth in full. This includes, but is not limited to, Treasury's *Guidance for the Coronavirus Capital Projects Fund, Coronavirus Capital Projects Fund Compliance and Reporting Guidance, Coronavirus Capital Projects Fund Frequently Asked Questions April 22, 2022, and SLEFRF and CPF Supplementary Broadband Guidance May 17, 2023*. All guidance is available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>.
- 6.2 The U.S. Department of Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Capital Projects Fund funds at its website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>. Any such guidance shall be considered incorporated herein and made part of this agreement as if set forth in full without further notice.
- 6.3 The terms and conditions of the prime grant agreement, as set forth in the State of New Hampshire's ("State") Notice of Award (FAIN: CPFFN0143) are incorporated herein and made part of this Agreement as if set forth in full. (See Exhibit L)
- 6.4 This agreement is subject to the requirements set forth by the State in RSA 12-O:61-63, and the New Hampshire Code of Administrative Rules Bca 400, and are incorporated herein and made part of this agreement as if set forth in full.

7. ADMINISTRATIVE COSTS

Any administrative costs incurred by Grantee shall be paid from the Grantee's funding match and shall not be considered eligible costs under this Award.

8. REPORTING & MONITORING

- 8.1 The Grantee shall comply with periodic project reporting and financial reporting. The cadence of reporting

will be no less than quarterly. The State may request any other project information it deems necessary in compliance with state and federal reporting requirements. The Grantee will comply with any such request in a timely manner.

- 8.2 The Grantee shall comply with any and all subrecipient monitoring processes required by the State. This includes, but is not limited to, completion of desk review questionnaires and other information gathering tools, production of financial and transactional records, internal documents, and any other documentation the State requests, and cooperation with site visits and interviews of Grantee's personnel or the personnel of any subgrantees, contractors, or subcontractors. Subrecipient monitoring will take place monthly, quarterly, or semi-annually based on a risk assessment conducted by the State.
- 8.2.1 The Grantee agrees to promptly take any remedial action required by the State as a result of any errors, omissions, or deficits identified through the reporting and monitoring process.

9. EXTENSION OF AWARD PERIOD OF PERFORMANCE

Grantee shall certify substantial completion of the Project on or before March 31, 2026. Extensions may be granted at the sole discretion of the State.

10. UNIQUE ENTITY IDENTIFIER (UEI) AND ELIGIBILITY REQUIREMENTS.

- 10.1 Pursuant to 2 CFR 25 Grantees must provide a valid Unique Entity Identifier (UEI). EXHIBIT J should be returned completed with the executed Grant Agreement and must be received before project work commences.
- 10.1.1 This requirement shall be passed through to subgrantees, contractors, and subcontractors.
- 10.2 By entering into this agreement, Grantee certifies that it is not suspended, debarred, or otherwise excluded from receiving federal funds. Grantee shall complete the debarment certification included as Exhibit F of this Award.
- 10.2.1 Grantee shall not enter into any subawards without confirming that the subrecipient is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. This requirement applies to all covered transactions identified by 2 CFR 180 by subrecipients of any tier, and any subaward agreement executed by Grantee shall include a term imposing this requirement upon any subrecipients.
- 10.2.2 Grantee shall not enter into any contracts with a value over \$25,000 without confirming that the contractor is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. Grantee shall include in any such contracts a term which extends this requirement to subcontractors.

11. REAL PROPERTY & EQUIPMENT

- 11.1 Federal Interest. Any real property or equipment acquired or improved under this Award is subject to a federal interest in property equal to the product of the percentage of Treasury's contribution to the cost of the purchase or improvement and the fair market value of the property. This interest shall persist until December 31, 2034 ("Federal Interest Period").
- 11.2 Title to real property or equipment acquired or improved under the award ("Project Property") vests in the Grantee, subject to the condition that, for the duration of the Federal Interest Period (December 31, 2034), the Grantee and any successors or transferees:
 - 11.2.1 Shall use the Project Property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below;
 - 11.2.2 Shall continue to provide internet service to the service areas and at the standard initially agreed upon by the State and Grantee;
 - 11.2.3 Shall participate in federal programs that provide low-income consumers with subsidies on broadband internet access services;
 - 11.2.4 Shall comply with the requirements of 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance;
 - 11.2.5 Shall comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the Grantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
 - 11.2.6 Shall maintain records of real property that include an indication of the applicable federal interest;
 - 11.2.7 May dispose of Project Property in the ordinary course of business when no longer needed to operate the

- network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Project Property;
- 11.2.8 May otherwise sell or transfer Project Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest; and
- 11.2.9 Shall notify the State and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Grantee or its affiliates.
- 11.3 Pursuant to 2 CFR 200.316 and in recognition that this project is being undertaken for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, the Grantee must hold Project Property in trust for the beneficiaries of the project.
- 11.4 The Grantee may encumber the property if Treasury receives a shared first lien position in the Project Property, such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the of the property that is equal to Treasury's percentage contribution to the project cost.
- 11.5 If the Grantee fails to comply with the provisions of 11.2 through 11.4 above the Grantee shall request disposition instructions for the Project Property pursuant to 2 CFR 200.311(c) or 2 CFR 200.313(e), as applicable.

12. SITE ACCESS

The Grantee agrees to allow the State access to work sites funded through this grant agreement for any purpose, which includes publicity, site verification, and any other purpose as determined by the State.

13. SINGLE AUDIT

Federal single audit requirements shall apply to this grant agreement, as set forth in 2 CFR 200 Subpart F, Audit Requirements.

14. FIXED AMOUNT SUBAWARD STRUCTURE

This Award is considered a fixed amount subaward pursuant to the fixed amount subaward structure detailed in Treasury's SLFRF and CPF Supplementary Broadband Guidance, published on May 17, 2023, which modifies the standard Uniform Guidance requirements for fixed amount subawards. The SLFRF and CPF Supplementary Broadband Guidance is incorporated by reference into this Agreement. These terms are subject to further clarification and modification by Treasury, and any future guidance provided by Treasury is incorporated by reference into this Agreement without additional notice to Grantee. The following exceptions, modifications, and requirements apply to this Award pursuant to the SLFRF and CPF Supplementary Broadband Guidance:

- Treasury pre-approval is not required for this Award.
- The amount of this Award is not capped at the Simplified Acquisition Threshold.
- Any income earned through activities carried out under this award is not considered program income and may be used by Grantee without restriction.
- This Award is not subject to 2 CFR 200, subpart E: Cost Principles.
- This Award is not subject to the Uniform Guidance procurement standards in 2 CFR 200.317 – 200.327.
- This Award may be subject to a cost-sharing or cost-matching requirement.
- The requirements for the acquisition, use, management, and disposition of real property and equipment shall be as detailed in Section 11 of this Exhibit.
- The Grantee must certify that the project has reached substantial completion on or before March 31, 2026. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational.

Other than the exceptions and modifications detailed in the SLFRF and CPF Supplementary Broadband Guidance and any other applicable Treasury guidance, Grantee must comply with 2 CFR 200.

15. CLOSEOUT

Closeout shall be completed by September 30, 2026 in a manner in compliance with federal guidance. The closeout process may include, but shall not be limited to, a final performance report and review process, a final compliance monitoring process, a request by the State for any Award-related documentation not yet provided, and a request for payment by Grantee and payment of the Award Amount by the State. Grantee shall comply with all closeout requirements in a timely manner, and in any case no more than 30 days after a request for a response.

16. INCREASED SEATBELT USE IN THE UNITED STATES

Pursuant to Executive Order 12043, 62 FR 19217 (April 8, 1997), Grantee is encouraged and shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

17 REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13512, 74 FR 51225 (October 1, 2009), Grantee is encouraged and shall encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT B
SCOPE OF SERVICES**

1. SCOPE OF WORK

- 1.1 The proposed project submission, as described and approved in EXHIBIT K "APPROVED BMGI APPLICATION," is incorporated by reference as if fully set forth herein.

- 1.2 This project shall serve 115 locations in Bridgewater, delivering 100 Mbps/100 Mbps service. Bridgewater has partnered with HUB66 INC. Grantor shall provide a 60% MATCH to the total project cost of \$1,125,043. The source of the unmatched funds for this project will be provided in a detailed Certified Letter by Grantee.

EXHIBIT C
PAYMENT TERMS

1. AWARD AMOUNT

Grantee shall be paid the full Award Amount of \$675,025.80 upon substantial completion of the project.

2. PRICING STRUCTURE

The State may amend the pricing structure and the overall Award amount at its discretion and at the request of the Grantee within the period of performance.

3. PAYMENT REQUEST

Upon substantial completion of the Project, Grantee shall send a payment request to the Office of Broadband Initiatives:

ATTN: Broadband Program Manager
Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301
Email: broadband@livefree.nh.gov

Or to the representative designated by the State.

4. PAYMENT METHOD

- 4.1 A single payment shall be made to Grantee upon substantial completion of the Project. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. No payment shall occur until the State has verified substantial completion of the Project.
- 4.2 The State may request additional documentation, perform site visits, or other methods of verification in order to determine whether the Project is substantially complete. The State may deny payment if it cannot verify substantial completion of the Project.
- 4.3 Payments may be made via CHK or ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

STANDARD EXHIBIT D
Drug-Free Workplace

The Grantee identified in this Project Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected

Initials AW Date 2-9-24 Page 11 of 23

grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

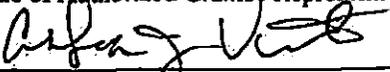
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; OR
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

HUB66 INC	Upon Governor & Executive Council Approval through September 30, 2026
Grantee Name	Period Covered by this Certification
<u>Andrea J. Vient, CEO</u>	
Name and Title of Authorized Grantee Representative	
<u></u>	<u>7-9-24</u>
Grantee Representative Signature	Date

STANDARD EXHIBIT E
Lobbying

The Grantee identified in this Project Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

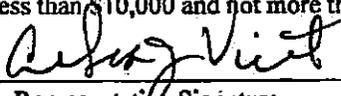
Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections

Grant Agreement Period: Upon Governor & Executive Council Approval through September 30, 2026

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Grantee Representative Signature

CEO
Grantee Representative Title

HUB66 INC

Grantee Name

7-9-24
Date

STANDARD EXHIBIT F - Debarment

The Grantee identified in this Project Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

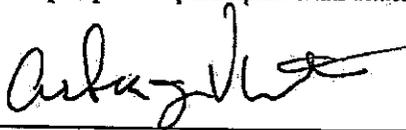
Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to the State, to whom this Grant agreement is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
- (7) The Grantee further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or a contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.



Grantee Representative Signature

CEO

Grantee Representative Title

HUB66 INC

Grantee Name

7-9-24

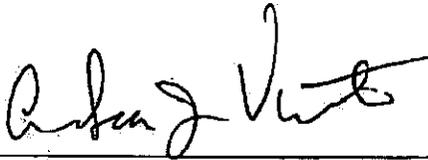
Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Grantee identified this Project Agreement agrees by signature of the Grantee's representative to execute the following certification:

By signing and submitting this Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



CEO

Grantee Representative Signature

Grantee's Representative Title

HUB66 INC

7-9-24

Grantee Name

Date

STANDARD EXHIBIT H
CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

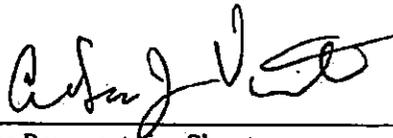
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



Grantee Representative Signature

CEO

Grantee Representative Title

HUB66 INC

Grantee Name

7-29-24

Date

Initials AGV Date 7-29-24 Page 17 of 23

STANDARD EXHIBIT I
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

HUB66 INC (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether

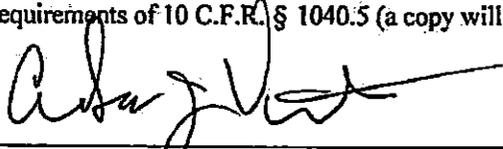
the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts or other federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such date of application for federal assistance which are approved before such date. The Grantee recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).



CEO

Grantee Representative Signature

Grantee Representative Title

HUB66 INC

7-9-24

Grantee Name

Date

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

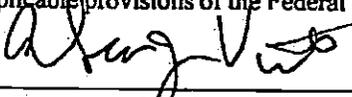
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the State must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of Grantee
- 2) Amount of award
- 3) Funding federal agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity (including congressional district)
- 8) Principal place of performance (including congressional district)
- 9) Unique Entity Identifier (UEI) for both Grantee and any parent
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the State and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


Grantee Representative Signature


Grantee Representative Title

HLIB66 INC
Grantee Name

7-9-24
Date

**STANDARD EXHIBIT J cont.
CERTIFICATION**

As the Grantee identified in this Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity Identifier (UEI) for your entity is: ZJDANNTUSN19

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____

Amount: _____

**EXHIBIT K.
APPROVED BMGI APPLICATION**

This page is a placeholder for Exhibit K: Approved BMGI Application. Include all changes that occurred to the submitted application after the challenge process.

EXHIBIT L
PRIME GRANT AGREEMENT (FAIN: CPFFN0143)

This page is a placeholder for Exhibit L: Prime Grant Agreement.

Initials DV Date 7-9-24 Page 23 of 23

State of New Hampshire

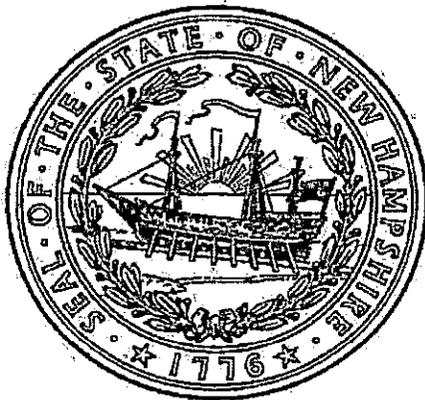
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HUB66 INC is a Delaware Profit Corporation registered to transact business in New Hampshire on February 13, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **836650**

Certificate Number: **0006708528**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed seal.

David M. Scanlan
Secretary of State

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Michael Mateja, hereby certify that I am duly elected Secretary of
(Name)
Hub66, Inc. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations:

President of the Board of Directors and/or the Chief Executive Officer.

I further certify that the following individuals currently hold the office or positions
authorized:

Andrea Vient is the 2024 President of the Board and the Chief Executive Officer.

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority shall remain valid
for thirty (30) days from the date of this certificate.

DATED: 07/04/2024

ATTEST:

Michael Mateja

Secretary to the Board of Directors & Chief
Technology Officer

(Name & Title)

State of NH County of Rockingham
The foregoing instrument was acknowledged before me
this 2 day of July, 2024.
by Michael Mateja
Lynne Gagnon Notary Public
My Commission Expires _____

LYNNE GAGNON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 7, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Select Department	
	PHONE (A/C, No, Ext): 800-333-7234 Opt. 3	FAX (A/C, No): 781-586-8244
E-MAIL ADDRESS: selectwork@easterninsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Company		21415
INSURER B: EMCASCO Insurance Company		21407
INSURER C: Employers Preferred Insurance Company		10346
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Hub66 Inc
 100 Powdermill Rd., Ste. 197
 Acton MA 01720

HUB6INC-01

COVERAGES

CERTIFICATE NUMBER: 2011443501

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6D34512	6/11/2024	6/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6E34512	6/11/2024	6/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6J34512	6/11/2024	6/11/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG455700004	6/11/2024	6/11/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

State of NH BEA
 100 North Main Street, Suite 100
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



June 28, 2024

Andrea Vient
Hub66
100 Powder Mill Rd, Ste 197
Acton, MA 01720

Subject: New Hampshire BMGI – Award Notification – Hub66-Bridgewater

Dear Ms. Vient,

Congratulations! The **Hub66-Bridgewater** application has been approved for participation in New Hampshire's Broadband Matching Grant Initiative (BMGI), pursuant to approval by the Governor and Executive Council (G&C). After all documents are received and once the award is officially approved by G&C, **Hub66** will be **awarded \$675,025.80** for **115 eligible project locations**, per the payment terms outlined in the G-1 award agreement.

The attachments and required documents include:

- An Excel spreadsheet of the **115 eligible project locations**.
- G-1 award agreement, which includes payment terms and compliance requirements.
- Associated exhibits/documents that require signature and/or acknowledgements. In addition to the G-1 award agreement, the State of New Hampshire requires the following documents:
 1. A current Certificate of Good Standing from the New Hampshire Secretary of State.
 2. A notarized Certificate of Authority for the individual signing the contract.
 3. A Certificate of Insurance naming the State of New Hampshire, Department of Business and Economic Affairs as an additional insured and reflecting the following required coverage:
 - i. Comprehensive General Liability Insurance. The coverage shall have appropriate riders against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability coverage; and
 - iii. State of New Hampshire Workers' Compensation, as defined by the state.
 4. Proof that the recipient is a current vendor for the State of New Hampshire. If the recipient is not already a vendor for the State, the recipient needs to work with the New Hampshire Department of Administrative Services (DAS) to become a vendor for the State.

📍 100 North Main Street, Suite 100

Concord, New Hampshire 03301

☎ 603.271.2341

👉 visitnh.gov nheconomy.com choosenh.com



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



5. A Certified Letter detailing the source of the unmatched funds for the project as referenced in Exhibit B, Scope of Services, Section 1.2 of the G-1 award agreement.
6. Performance bond, if required.

We request that the G-1 award agreement and required exhibits/documents be signed and returned as soon as possible, but no later than **Wednesday, July 10th 2024 at 3pm EST.**
If you have any questions, please reach out to the Department of Business and Economic Affairs Office of Broadband Initiatives at broadband@livefree.nh.gov.

Sincerely,

New Hampshire Department of Business and Economic Affairs (BEA) Office of Broadband Initiatives

📍 100 North Main Street, Suite 100

Concord, New Hampshire 03301

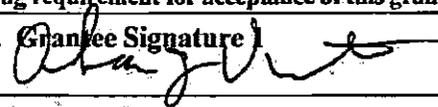
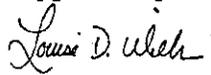
☎ 603.271.2341

🖱 visitnh.gov nheconomy.com choosenh.com

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs		1.2. State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3. Grantee Name HUB66 INC		1.4. Grantee Address 100 Powdermill Road, Suite 197 Acton, MA 01720	
1.5. Grantee Phone # 978-307-2660	1.6. Account Number 24410000	1.7. Completion Date September 30, 2026	1.8. Grant Limitation \$181,200.00
1.9. Grant Officer for State Agency Wayne Goulet		1.10. State Agency Telephone Number 603-271-4846	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor 1 Andrea J. Viemi, CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 8/13/ 24	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A
SPECIAL PROVISIONS**

1. GRANT DOCUMENTS

This Grant consists of the following documents ("Grant Documents"), which are all incorporated herein by reference as if fully set forth herein:

- a. State of New Hampshire Terms and Conditions, General Provisions Form G-1
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms
- e. EXHIBIT D Drug-Free Workplace
- f. EXHIBIT E Lobbying
- g. EXHIBIT F Debarment
- h. EXHIBIT G Americans with Disabilities Act Compliance
- i. EXHIBIT H Environmental Tobacco Smoke
- j. EXHIBIT I Nondiscrimination in Federally Assisted Programs
- k. EXHIBIT J FFATA Compliance
- l. EXHIBIT K Approved BMGI Application
- m. EXHIBIT L Prime Grant Agreement (FAIN: CPFFN0143)

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Exhibit L, the Prime Grant Agreement; (2) General Provisions as modified by EXHIBIT A "Special Provisions; (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Payment Terms."

2. PURPOSE OF FUNDS

2.1 Grantee, HUB66 INC will use the grant funds for deploying broadband infrastructure to unserved locations in the town of Bristol as identified in their application.

3. FEDERAL AWARD IDENTIFICATION

This Award is a federal subaward. Grantee is a federal subrecipient of the State of New Hampshire's Coronavirus Capital Project's Fund, as identified below:

- 3.1 Grantee's name (as registered in SAM.gov): HUB66 INC
- 3.2 Grantee's Unique Entity Identifier (UEI): ZJDANNTUSN15
- 3.3 United States Department of the Treasury ("Treasury") Federal Award Identification Number (FAIN): CPFFN0143
- 3.4 Federal award date: February 3, 2022
- 3.5 Subaward period of performance: 08/30/2024 to 03/31/2026
- 3.6 Subaward budget period: 08/30/2024 to 03/31/2026
- 3.7 Amount of federal funds obligated by this Agreement: \$181,200.00
- 3.8 Total amount of federal funds obligated to the Grantee by the State (including by this agreement) \$6,619,741.80.
- 3.9 Total amount of Coronavirus Capital Project Fund funds committed to the Grantee by the State \$6,619,741.80
- 3.10 Program Description: The purpose of the Coronavirus Capital Projects Fund (CCPF) is to provide financial assistance to states, territories, and tribal governments to carry out critical capital projects that directly enable work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the coronavirus disease.
- 3.11 The federal awarding agency for the prime award is the United States Department of the Treasury. The pass-through entity making this subaward is the State of New Hampshire Department of Business and Economic Affairs, 100 North Main Street, Suite 100, Concord, NH, 03301.
- 3.12 Federal award Assistance Listing Number (ALN) and title: 21.029 Coronavirus Capital Projects Fund

- 3.13 This Award will not be used for Research and Development (R&D).
3.14 This award does not have an indirect cost rate because it is exempt from 2 CFR 200 subpart E: Cost Principles.

4. ALLOWABLE USES

Grantee shall use funds solely for allowable purposes as set forth in paragraph 1 and as defined in the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source.

5. SUBAWARDS, CONTRACTS, AND OTHER AGREEMENTS

- 5.1 To the extent that Grantee is making any contracts, subawards, or other agreements using funds provided under this Agreement, Grantee shall develop and use a template for subawards, contracts, or other agreements as applicable that will be subject to review and approval by the State before use to ensure that the subawards, contracts, or other agreements contain adequate provisions that the funds can only be used for allowable ARPA costs and require compliance with 2 CFR 200 and other applicable requirements.
- 5.1.1 In the event that Grantee enters into any subawards, contracts, or other agreements using funds from this award, Grantee shall ensure that such subawards, contracts, or other agreements contain provisions that grant the State oversight rights that are at least equivalent to the oversight rights reserved to the State under this grant agreement.
- 5.1.2 Grantee shall explicitly incorporate, or cause to be incorporated, in each subaward, contract, or other agreement the relevant provisions of this Agreement pertaining to site access, oversight, reporting, and compliance or provisions that mirror the intent and purpose of such clauses to ensure that the State retains the same level of oversight over the use of grant funds in the subaward, contract, or other agreement as it does under this Agreement.
- 5.2 Grantee agrees to obtain prior approval from the State for any new subaward, contract, or other agreement made with grant funds.
- 5.3 Existing subawards, contracts, or other agreements do not require prior approval from the State. Copies of existing subawards, contracts, or other agreements shall be submitted to the State upon request.

6. GUIDANCE

- 6.1 All Capital Projects Fund guidance issued by the United States Department of the Treasury is incorporated herein and made part of this agreement as if set forth in full. This includes, but is not limited to, Treasury's *Guidance for the Coronavirus Capital Projects Fund, Coronavirus Capital Projects Fund Compliance and Reporting Guidance, Coronavirus Capital Projects Fund Frequently Asked Questions April 22, 2022, and SLFRF and CPF Supplementary Broadband Guidance May 17, 2023*. All guidance is available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>.
- 6.2 The U.S. Department of Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Capital Projects Fund funds at its website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>. Any such guidance shall be considered incorporated herein and made part of this agreement as if set forth in full without further notice.
- 6.3 The terms and conditions of the prime grant agreement, as set forth in the State of New Hampshire's ("State") Notice of Award (FAIN: CPFFN0143) are incorporated herein and made part of this Agreement as if set forth in full. (See Exhibit L)
- 6.4 This agreement is subject to the requirements set forth by the State in RSA 12-O:61-63, and the New Hampshire Code of Administrative Rules Bea 400, and are incorporated herein and made part of this agreement as if set forth in full.

7. ADMINISTRATIVE COSTS

Any administrative costs incurred by Grantee shall be paid from the Grantee's funding match and shall not be considered eligible costs under this Award.

8. REPORTING & MONITORING

- 8.1 The Grantee shall comply with periodic project reporting and financial reporting. The cadence of reporting

will be no less than quarterly. The State may request any other project information it deems necessary in compliance with state and federal reporting requirements. The Grantee will comply with any such request in a timely manner.

- 8.2 The Grantee shall comply with any and all subrecipient monitoring processes required by the State. This includes, but is not limited to, completion of desk review questionnaires and other information gathering tools, production of financial and transactional records, internal documents, and any other documentation the State requests, and cooperation with site visits and interviews of Grantee's personnel or the personnel of any subgrantees, contractors, or subcontractors. Subrecipient monitoring will take place monthly, quarterly, or semi-annually based on a risk assessment conducted by the State.
- 8.2.1 The Grantee agrees to promptly take any remedial action required by the State as a result of any errors, omissions, or deficits identified through the reporting and monitoring process.

9. EXTENSION OF AWARD PERIOD OF PERFORMANCE

Grantee shall certify substantial completion of the Project on or before March 31, 2026. Extensions may be granted at the sole discretion of the State.

10. UNIQUE ENTITY IDENTIFIER (UEI) AND ELIGIBILITY REQUIREMENTS.

- 10.1 Pursuant to 2 CFR 25 Grantees must provide a valid Unique Entity Identifier (UEI). EXHIBIT J should be returned completed with the executed Grant Agreement and must be received before project work commences.
- 10.1.1 This requirement shall be passed through to subgrantees, contractors, and subcontractors.
- 10.2 By entering into this agreement, Grantee certifies that it is not suspended, debarred, or otherwise excluded from receiving federal funds. Grantee shall complete the debarment certification included as Exhibit F of this Award.
- 10.2.1 Grantee shall not enter into any subawards without confirming that the subrecipient is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. This requirement applies to all covered transactions identified by 2 CFR 180 by subrecipients of any tier, and any subaward agreement executed by Grantee shall include a term imposing this requirement upon any subrecipients.
- 10.2.2 Grantee shall not enter into any contracts with a value over \$25,000 without confirming that the contractor is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. Grantee shall include in any such contracts a term which extends this requirement to subcontractors.

11. REAL PROPERTY & EQUIPMENT

- 11.1 Federal Interest. Any real property or equipment acquired or improved under this Award is subject to a federal interest in property equal to the product of the percentage of Treasury's contribution to the cost of the purchase or improvement and the fair market value of the property. This interest shall persist until December 31, 2034 ("Federal Interest Period").
- 11.2 Title to real property or equipment acquired or improved under the award ("Project Property") vests in the Grantee, subject to the condition that, for the duration of the Federal Interest Period (December 31, 2034), the Grantee and any successors or transferees:
- 11.2.1 Shall use the Project Property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below;
- 11.2.2 Shall continue to provide internet service to the service areas and at the standard initially agreed upon by the State and Grantee;
- 11.2.3 Shall participate in federal programs that provide low-income consumers with subsidies on broadband internet access services;
- 11.2.4 Shall comply with the requirements of 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance;
- 11.2.5 Shall comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the Grantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
- 11.2.6 Shall maintain records of real property that include an indication of the applicable federal interest;
- 11.2.7 May dispose of Project Property in the ordinary course of business when no longer needed to operate the

- network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Project Property;
- 11.2.8 May otherwise sell or transfer Project Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest; and
- 11.2.9 Shall notify the State and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Grantee or its affiliates.
- 11.3 Pursuant to 2 CFR 200.316 and in recognition that this project is being undertaken for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, the Grantee must hold Project Property in trust for the beneficiaries of the project.
- 11.4 The Grantee may encumber the property if Treasury receives a shared first lien position in the Project Property, such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the of the property that is equal to Treasury's percentage contribution to the project cost.
- 11.5 If the Grantee fails to comply with the provisions of 11.2 through 11.4 above the Grantee shall request disposition instructions for the Project Property pursuant to 2 CFR 200.311(c) or 2 CFR 200.313(e), as applicable.

12. SITE ACCESS

The Grantee agrees to allow the State access to work sites funded through this grant agreement for any purpose, which includes publicity, site verification, and any other purpose as determined by the State.

13. SINGLE AUDIT

Federal single audit requirements shall apply to this grant agreement, as set forth in 2 CFR 200 Subpart F, Audit Requirements.

14. FIXED AMOUNT SUBAWARD STRUCTURE

This Award is considered a fixed amount subaward pursuant to the fixed amount subaward structure detailed in Treasury's SLFRF and CPF Supplementary Broadband Guidance, published on May 17, 2023, which modifies the standard Uniform Guidance requirements for fixed amount subawards. The SLFRF and CPF Supplementary Broadband Guidance is incorporated by reference into this Agreement. These terms are subject to further clarification and modification by Treasury, and any future guidance provided by Treasury is incorporated by reference into this Agreement without additional notice to Grantee. The following exceptions, modifications, and requirements apply to this Award pursuant to the SLFRF and CPF Supplementary Broadband Guidance:

- Treasury pre-approval is not required for this Award.
- The amount of this Award is not capped at the Simplified Acquisition Threshold.
- Any income earned through activities carried out under this award is not considered program income and may be used by Grantee without restriction.
- This Award is not subject to 2 CFR 200, subpart E: Cost Principles.
- This Award is not subject to the Uniform Guidance procurement standards in 2 CFR 200.317 – 200.327.
- This Award may be subject to a cost-sharing or cost-matching requirement.
- The requirements for the acquisition, use, management, and disposition of real property and equipment shall be as detailed in Section 11 of this Exhibit.
- The Grantee must certify that the project has reached substantial completion on or before March 31, 2026. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational.

Other than the exceptions and modifications detailed in the SLFRF and CPF Supplementary Broadband Guidance and any other applicable Treasury guidance, Grantee must comply with 2 CFR 200.

15. CLOSEOUT

Closeout shall be completed by September 30, 2026 in a manner in compliance with federal guidance. The closeout process may include, but shall not be limited to, a final performance report and review process, a final compliance monitoring process, a request by the State for any Award-related documentation not yet provided, and a request for payment by Grantee and payment of the Award Amount by the State. Grantee shall comply with all closeout requirements in a timely manner, and in any case no more than 30 days after a request for a response.

16. INCREASED SEATBELT USE IN THE UNITED STATES

Pursuant to Executive Order 12043, 62 FR 19217 (April 8, 1997), Grantee is encouraged and shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

17 REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13512, 74 FR 51225 (October 1, 2009), Grantee is encouraged and shall encourage its employees, subrecipients, and contractors to adopt and enforce polices that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT B
SCOPE OF SERVICES**

I. SCOPE OF WORK

- 1.1 The proposed project submission, as described and approved in EXHIBIT K "APPROVED BMGI APPLICATION," is incorporated by reference as if fully set forth herein.

- 1.2 This project shall serve 39 locations in Bristol, delivering 100 Mbps/100 Mbps service. Bristol has partnered with HUB66 INC. Grantor shall provide a 60% MATCH to the total project cost of \$302,000. The source of the unmatched funds for this project will be provided in a detailed Certified Letter by Grantee.

**EXHIBIT C
PAYMENT TERMS**

1. AWARD AMOUNT

Grantee shall be paid the full Award Amount of \$181,200.00 upon substantial completion of the project.

2. PRICING STRUCTURE

The State may amend the pricing structure and the overall Award amount at its discretion and at the request of the Grantee within the period of performance.

3. PAYMENT REQUEST

Upon substantial completion of the Project, Grantee shall send a payment request to the Office of Broadband Initiatives:

ATTN: Broadband Program Manager
Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301
Email: broadband@livefree.nh.gov

Or to the representative designated by the State.

4. PAYMENT METHOD

- 4.1 A single payment shall be made to Grantee upon substantial completion of the Project. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. No payment shall occur until the State has verified substantial completion of the Project.
- 4.2 The State may request additional documentation, perform site visits, or other methods of verification in order to determine whether the Project is substantially complete. The State may deny payment if it cannot verify substantial completion of the Project.
- 4.3 Payments may be made via CHK or ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

STANDARD EXHIBIT D
Drug-Free Workplace

The Grantee identified in this Project Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected

grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Upon Governor & Executive Council Approval
through September 30, 2026

HUB66 INC

Grantee Name

Period Covered by this Certification

Name and Title of Authorized Grantee Representative

Andrea J. Vient, CEO

Andrea J. Vient

Grantee Representative Signature

7-9-24

Date

STANDARD EXHIBIT E
Lobbying

The Grantee identified in this Project Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

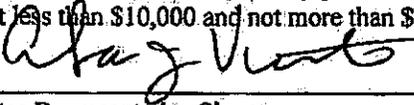
Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections

Grant Agreement Period: Upon Governor & Executive Council Approval through September 30, 2026

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 _____ Grantee Representative Signature	CEO _____ Grantee Representative Title
HUB66 INC _____ Grantee Name	7-9-24 _____ Date

STANDARD EXHIBIT F - Debarment

The Grantee identified in this Project Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

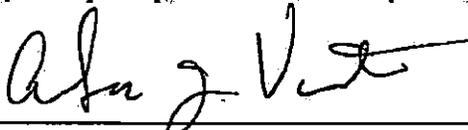
Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to the State, to whom this Grant agreement is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
- (7) The Grantee further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or a contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.



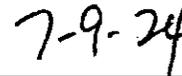
Grantee Representative Signature



Grantee Representative Title

HUB66 INC

Grantee Name



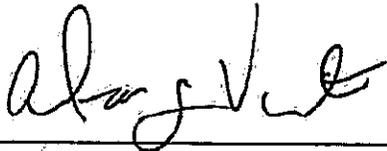
Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Grantee identified this Project Agreement agrees by signature of the Grantee's representative to execute the following certification:

By signing and submitting this Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Grantee Representative Signature

CEO

Grantee's Representative Title

HUB66 INC

Grantee Name

7-9-24

Date

STANDARD EXHIBIT H

**CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE**

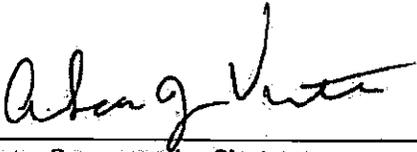
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



Grantee Representative Signature

CEO

Grantee Representative Title

HUB66 INC

Grantee Name

7-9-24

Date

STANDARD EXHIBIT I
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

HUB66 INC (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether

the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts or other federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such date of application for federal assistance which are approved before such date. The Grantee recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).

Grantee Representative Signature

CEO

Grantee Representative Title

HUB66 INC

Grantee Name

7-9-24

Date

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

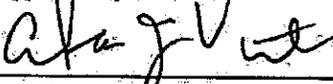
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the State must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of Grantee
- 2) Amount of award
- 3) Funding federal agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity (including congressional district)
- 8) Principal place of performance (including congressional district)
- 9) Unique Entity Identifier (UEI) for both Grantee and any parent
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the State and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

	
_____ Grantee Representative Signature	_____ Grantee Representative Title
HUB66 INC	7-9-24
_____ Grantee Name	_____ Date

**STANDARD EXHIBIT J cont.
CERTIFICATION**

As the Grantee identified in this Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity Identifier (UEI) for your entity is: ZJDAWNTUSN15

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

**EXHIBIT K.
APPROVED BMGI APPLICATION**

This page is a placeholder for Exhibit K: Approved BMGI Application. Include all changes that occurred to the submitted application after the challenge process.

EXHIBIT L
PRIME GRANT AGREEMENT (FAIN: CPEFN0143)

This page is a placeholder for Exhibit L: Prime Grant Agreement.

State of New Hampshire

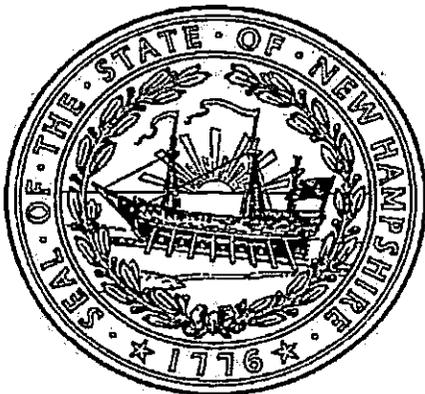
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HUB66 INC is a Delaware Profit Corporation registered to transact business in New Hampshire on February 13, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **836650**

Certificate Number: **0006708528**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Michael Mateja, hereby certify that I am duly elected Secretary of
(Name)

Hub66, Inc I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations:

President of the Board of Directors and/or the Chief Executive Officer.

I further certify that the following individuals currently hold the office or positions
authorized:

Andrea Vient is the 2024 President of the Board and the Chief Executive Officer.

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority **shall remain valid**
for thirty (30) days from the date of this certificate.

DATED: 07/04/2024

ATTEST:

Michael Mateja

Secretary to the Board of Directors & Chief
Technology Officer

(Name & Title)

State of NH County of Rockingham
The foregoing instrument was acknowledged before me
this 2 day of July, 2024.
by Michael Mateja
Lynne Gagnon Notary Public
My Commission Expires _____

LYNNE GAGNON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 7, 2027



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



June 28, 2024

Andrea Vient
Hub66
100 Powder Mill Rd, Ste 197
Acton, MA 01720

Subject: New Hampshire BMGI – Award Notification – Hub66-Bristol

Dear Ms. Vient,

Congratulations! The **Hub66-Bristol** application has been approved for participation in New Hampshire's Broadband Matching Grant Initiative (BMGI), pursuant to approval by the Governor and Executive Council (G&C). After all documents are received and once the award is officially approved by G&C, **Hub66** will be awarded **\$181,200.00** for **39 eligible project locations**, per the payment terms outlined in the G-1 award agreement.

The attachments and required documents include:

- An Excel spreadsheet of the **39 eligible project locations**.
- G-1 award agreement, which includes payment terms and compliance requirements.
- Associated exhibits/documents that require signature and/or acknowledgements. In addition to the G-1 award agreement, the State of New Hampshire requires the following documents:
 1. A current Certificate of Good Standing from the New Hampshire Secretary of State.
 2. A notarized Certificate of Authority for the individual signing the contract.
 3. A Certificate of Insurance naming the State of New Hampshire, Department of Business and Economic Affairs as an additional insured and reflecting the following required coverage:
 - i. Comprehensive General Liability Insurance. The coverage shall have appropriate riders against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability coverage; and
 - iii. State of New Hampshire Workers' Compensation, as defined by the state.
 4. Proof that the recipient is a current vendor for the State of New Hampshire. If the recipient is not already a vendor for the State, the recipient needs to work with the New Hampshire Department of Administrative Services (DAS) to become a vendor for the State.

📍 100 North Main Street, Suite 100

Concord, New Hampshire 03301

☎ 603.271.2341

🖱 visiinh.gov nheconomy.com choosenh.com



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



5. A Certified Letter detailing the source of the unmatched funds for the project as referenced in Exhibit B, Scope of Services, Section 1.2 of the G-1 award agreement.
6. Performance bond, if required.

We request that the G-1 award agreement and required exhibits/documents be signed and returned as soon as possible, but no later than **Wednesday, July 10th 2024 at 3pm EST.** If you have any questions, please reach out to the Department of Business and Economic Affairs Office of Broadband Initiatives at broadband@livefree.nh.gov.

Sincerely,

New Hampshire Department of Business and Economic Affairs (BEA) Office of Broadband Initiatives

📍 100 North Main Street, Suite 100

Concord, New Hampshire 03301

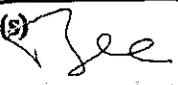
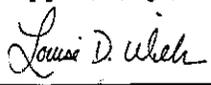
☎ 603.271.2341

🌐 visitsnh.gov nheconomy.com choosenh.com

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs		1.2. State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3. Grantee Name HUB66 INC		1.4. Grantee Address 100 Powdermill Road, Suite 197 Acton, MA 01720	
1.5. Grantee Phone # 978-307-2660	1.6. Account Number 24410000	1.7. Completion Date September 30, 2026	1.8. Grant Limitation \$1,807,284.00
1.9. Grant Officer for State Agency Wayne Goulet		1.10. State Agency Telephone Number 603-271-4846	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Andrea J. Vient, CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 8/13/24	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED:** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c:
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A
SPECIAL PROVISIONS**

1. GRANT DOCUMENTS

This Grant consists of the following documents ("Grant Documents"), which are all incorporated herein by reference as if fully set forth herein:

- a. State of New Hampshire Terms and Conditions, General Provisions Form G-1
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms
- e. EXHIBIT D Drug-Free Workplace
- f. EXHIBIT E Lobbying
- g. EXHIBIT F Debarment
- h. EXHIBIT G Americans with Disabilities Act Compliance
- i. EXHIBIT H Environmental Tobacco Smoke
- j. EXHIBIT I Nondiscrimination in Federally Assisted Programs
- k. EXHIBIT J FFATA Compliance
- l. EXHIBIT K Approved BMGI Application
- m. EXHIBIT L Prime Grant Agreement (FAIN: CPFFN0143)

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Exhibit L, the Prime Grant Agreement; (2) General Provisions as modified by EXHIBIT A "Special Provisions; (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Payment Terms."

2. PURPOSE OF FUNDS

2.1 Grantee, HUB66 INC will use the grant funds for deploying broadband infrastructure to unserved locations in the town of Canaan as identified in their application.

3. FEDERAL AWARD IDENTIFICATION

This Award is a federal subaward. Grantee is a federal subrecipient of the State of New Hampshire's Coronavirus Capital Project's Fund, as identified below:

- 3.1 Grantee's name (as registered in SAM.gov): HUB66 INC
- 3.2 Grantee's Unique Entity Identifier (UEI): ZJDANNTUSN15
- 3.3 United States Department of the Treasury ("Treasury") Federal Award Identification Number (FAIN): CPFFN0143
- 3.4 Federal award date: February 3, 2022
- 3.5 Subaward period of performance: 08/30/2024 to 03/31/2026
- 3.6 Subaward budget period: 08/30/2024 to 03/31/2026
- 3.7 Amount of federal funds obligated by this Agreement: \$1,807,284.00
- 3.8 Total amount of federal funds obligated to the Grantee by the State (including by this agreement) \$2,864,032.00
- 3.9 Total amount of Coronavirus Capital Project Fund funds committed to the Grantee by the State \$2,864,032.00
- 3.10 Program Description: The purpose of the Coronavirus Capital Projects Fund (CCPF) is to provide financial assistance to states, territories, and tribal governments to carry out critical capital projects that directly enable work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the coronavirus disease.
- 3.11 The federal awarding agency for the prime award is the United States Department of the Treasury. The pass-through entity making this subaward is the State of New Hampshire Department of Business and Economic Affairs, 100 North Main Street, Suite 100, Concord, NH, 03301.
- 3.12 Federal award Assistance Listing Number (ALN) and title: 21.029 Coronavirus Capital Projects Fund

- 3.13 This Award will not be used for Research and Development (R&D).
3.14 This award does not have an indirect cost rate because it is exempt from 2 CFR 200 subpart E: Cost Principles.

4. ALLOWABLE USES

Grantee shall use funds solely for allowable purposes as set forth in paragraph 1 and as defined in the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source.

5. SUBAWARDS, CONTRACTS, AND OTHER AGREEMENTS

- 5.1 To the extent that Grantee is making any contracts, subawards, or other agreements using funds provided under this Agreement, Grantee shall develop and use a template for subawards, contracts, or other agreements as applicable that will be subject to review and approval by the State before use to ensure that the subawards, contracts, or other agreements contain adequate provisions that the funds can only be used for allowable ARPA costs and require compliance with 2 CFR 200 and other applicable requirements.
- 5.1.1 In the event that Grantee enters into any subawards, contracts, or other agreements using funds from this award, Grantee shall ensure that such subawards, contracts, or other agreements contain provisions that grant the State oversight rights that are at least equivalent to the oversight rights reserved to the State under this grant agreement.
- 5.1.2 Grantee shall explicitly incorporate, or cause to be incorporated, in each subaward, contract, or other agreement the relevant provisions of this Agreement pertaining to site access, oversight, reporting, and compliance or provisions that mirror the intent and purpose of such clauses to ensure that the State retains the same level of oversight over the use of grant funds in the subaward, contract, or other agreement as it does under this Agreement.
- 5.2 Grantee agrees to obtain prior approval from the State for any new subaward, contract, or other agreement made with grant funds.
- 5.3 Existing subawards, contracts, or other agreements do not require prior approval from the State. Copies of existing subawards, contracts, or other agreements shall be submitted to the State upon request.

6. GUIDANCE

- 6.1 All Capital Projects Fund guidance issued by the United States Department of the Treasury is incorporated herein and made part of this agreement as if set forth in full. This includes, but is not limited to, Treasury's *Guidance for the Coronavirus Capital Projects Fund, Coronavirus Capital Projects Fund Compliance and Reporting Guidance, Coronavirus Capital Projects Fund Frequently Asked Questions April 22, 2022, and SLFRF and CPF Supplementary Broadband Guidance May 17, 2023*. All guidance is available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>.
- 6.2 The U.S. Department of Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Capital Projects Fund funds at its website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>. Any such guidance shall be considered incorporated herein and made part of this agreement as if set forth in full without further notice.
- 6.3 The terms and conditions of the prime grant agreement, as set forth in the State of New Hampshire's ("State") Notice of Award (FAIN: CPPFN0143) are incorporated herein and made part of this Agreement as if set forth in full. (See Exhibit L)
- 6.4 This agreement is subject to the requirements set forth by the State in RSA 12-O:61-63, and the New Hampshire Code of Administrative Rules Bea 400, and are incorporated herein and made part of this agreement as if set forth in full.

7. ADMINISTRATIVE COSTS

Any administrative costs incurred by Grantee shall be paid from the Grantee's funding match and shall not be considered eligible costs under this Award.

8. REPORTING & MONITORING

- 8.1 The Grantee shall comply with periodic project reporting and financial reporting. The cadence of reporting

will be no less than quarterly. The State may request any other project information it deems necessary in compliance with state and federal reporting requirements. The Grantee will comply with any such request in a timely manner. The Grantee will comply with any such request in a timely manner.

- 8.2 The Grantee shall comply with any and all subrecipient monitoring processes required by the State. This includes, but is not limited to, completion of desk review questionnaires and other information gathering tools, production of financial and transactional records, internal documents, and any other documentation the State requests, and cooperation with site visits and interviews of Grantee's personnel or the personnel of any subgrantees, contractors, or subcontractors. Subrecipient monitoring will take place monthly, quarterly, or semi-annually based on a risk assessment conducted by the State.
- 8.2.1 The Grantee agrees to promptly take any remedial action required by the State as a result of any errors, omissions, or deficits identified through the reporting and monitoring process.

9. EXTENSION OF AWARD PERIOD OF PERFORMANCE

Grantee shall certify substantial completion of the Project on or before March 31, 2026. Extensions may be granted at the sole discretion of the State.

10. UNIQUE ENTITY IDENTIFIER (UEI) AND ELIGIBILITY REQUIREMENTS.

- 10.1 Pursuant to 2 CFR 25 Grantees must provide a valid Unique Entity Identifier (UEI). EXHIBIT J should be returned completed with the executed Grant Agreement and must be received before project work commences.
- 10.1.1 This requirement shall be passed through to subgrantees, contractors, and subcontractors.
- 10.2 By entering into this agreement, Grantee certifies that it is not suspended, debarred, or otherwise excluded from receiving federal funds. Grantee shall complete the debarment certification included as Exhibit F of this Award.
- 10.2.1 Grantee shall not enter into any subawards without confirming that the subrecipient is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. This requirement applies to all covered transactions identified by 2 CFR 180 by subrecipients of any tier, and any subaward agreement executed by Grantee shall include a term imposing this requirement upon any subrecipients.
- 10.2.2 Grantee shall not enter into any contracts with a value over \$25,000 without confirming that the contractor is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. Grantee shall include in any such contracts a term which extends this requirement to subcontractors.

11. REAL PROPERTY & EQUIPMENT

- 11.1 Federal Interest. Any real property or equipment acquired or improved under this Award is subject to a federal interest in property equal to the product of the percentage of Treasury's contribution to the cost of the purchase or improvement and the fair market value of the property. This interest shall persist until December 31, 2034 ("Federal Interest Period").
- 11.2 Title to real property or equipment acquired or improved under the award ("Project Property") vests in the Grantee, subject to the condition that, for the duration of the Federal Interest Period (December 31, 2034), the Grantee and any successors or transferees:
- 11.2.1 Shall use the Project Property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below;
- 11.2.2 Shall continue to provide internet service to the service areas and at the standard initially agreed upon by the State and Grantee;
- 11.2.3 Shall participate in federal programs that provide low-income consumers with subsidies on broadband internet access services;
- 11.2.4 Shall comply with the requirements of 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance;
- 11.2.5 Shall comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the Grantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
- 11.2.6 Shall maintain records of real property that include an indication of the applicable federal interest;
- 11.2.7 May dispose of Project Property in the ordinary course of business when no longer needed to operate the

- network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Project Property;
- 11.2.8 May otherwise sell or transfer Project Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest; and
- 11.2.9 Shall notify the State and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Grantee or its affiliates.
- 11.3 Pursuant to 2 CFR 200.316 and in recognition that this project is being undertaken for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, the Grantee must hold Project Property in trust for the beneficiaries of the project.
- 11.4 The Grantee may encumber the property if Treasury receives a shared first lien position in the Project Property, such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the of the property that is equal to Treasury's percentage contribution to the project cost.
- 11.5 If the Grantee fails to comply with the provisions of 11.2 through 11.4 above the Grantee shall request disposition instructions for the Project Property pursuant to 2 CFR 200.311(c) or 2 CFR 200.313(e), as applicable.

12. SITE ACCESS

The Grantee agrees to allow the State access to work sites funded through this grant agreement for any purpose, which includes publicity, site verification, and any other purpose as determined by the State.

13. SINGLE AUDIT

Federal single audit requirements shall apply to this grant agreement, as set forth in 2 CFR 200 Subpart F, Audit Requirements.

14. FIXED AMOUNT SUBAWARD STRUCTURE

This Award is considered a fixed amount subaward pursuant to the fixed amount subaward structure detailed in Treasury's SLFRF and CPF Supplementary Broadband Guidance, published on May 17, 2023, which modifies the standard Uniform Guidance requirements for fixed amount subawards. The SLFRF and CPF Supplementary Broadband Guidance is incorporated by reference into this Agreement. These terms are subject to further clarification and modification by Treasury, and any future guidance provided by Treasury is incorporated by reference into this Agreement without additional notice to Grantee. The following exceptions, modifications, and requirements apply to this Award pursuant to the SLFRF and CPF Supplementary Broadband Guidance:

- Treasury pre-approval is not required for this Award.
- The amount of this Award is not capped at the Simplified Acquisition Threshold.
- Any income earned through activities carried out under this award is not considered program income and may be used by Grantee without restriction.
- This Award is not subject to 2 CFR 200, subpart E: Cost Principles.
- This Award is not subject to the Uniform Guidance procurement standards in 2 CFR 200.317 – 200.327.
- This Award may be subject to a cost-sharing or cost-matching requirement.
- The requirements for the acquisition, use, management, and disposition of real property and equipment shall be as detailed in Section 11 of this Exhibit.
- The Grantee must certify that the project has reached substantial completion on or before March 31, 2026. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational.

Other than the exceptions and modifications detailed in the SLFRF and CPF Supplementary Broadband Guidance and any other applicable Treasury guidance, Grantee must comply with 2 CFR 200.

15. CLOSEOUT

Closeout shall be completed by September 30, 2026 in a manner in compliance with federal guidance. The closeout process may include, but shall not be limited to, a final performance report and review process, a final compliance monitoring process, a request by the State for any Award-related documentation not yet provided, and a request for payment by Grantee and payment of the Award Amount by the State. Grantee shall comply with all closeout requirements in a timely manner, and in any case no more than 30 days after a request for a response.

16. INCREASED SEATBELT USE IN THE UNITED STATES

Pursuant to Executive Order 12043, 62 FR 19217 (April 8, 1997), Grantee is encouraged and shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

17 REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13512, 74 FR 51225 (October 1, 2009), Grantee is encouraged and shall encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT B
SCOPE OF SERVICES

1. SCOPE OF WORK

- 1.1 The proposed project submission, as described and approved in EXHIBIT K "APPROVED BMGI APPLICATION," is incorporated by reference as if fully set forth herein.

- 1.2 This project shall serve 166 locations in Canaan, delivering 100 Mbps/100 Mbps service. Canaan has partnered with HUB66 INC. Grantor shall provide a 75% MATCH to the total project cost of \$2,409,712. The source of the unmatched funds for this project will be provided in a detailed Certified Letter by Grantee.

EXHIBIT C
PAYMENT TERMS

1. AWARD AMOUNT

Grantee shall be paid the full Award Amount of \$1,807,284.00 upon substantial completion of the project.

2. PRICING STRUCTURE

The State may amend the pricing structure and the overall Award amount at its discretion and at the request of the Grantee within the period of performance.

3. PAYMENT REQUEST

Upon substantial completion of the Project, Grantee shall send a payment request to the Office of Broadband Initiatives:

ATTN: Broadband Program Manager
Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301
Email: broadband@livefree.nh.gov

Or to the representative designated by the State.

4. PAYMENT METHOD

- 4.1 A single payment shall be made to Grantee upon substantial completion of the Project. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. No payment shall occur until the State has verified substantial completion of the Project.
- 4.2 The State may request additional documentation, perform site visits, or other methods of verification in order to determine whether the Project is substantially complete. The State may deny payment if it cannot verify substantial completion of the Project.
- 4.3 Payments may be made via CHK or ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

STANDARD EXHIBIT D
Drug-Free Workplace

The Grantee identified in this Project Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected

grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

HUB66 INC

Upon Governor & Executive Council Approval
through September 30, 2026

Grantee Name	Period Covered by this Certification
<i>Andrea J. Vient</i>	
Name and Title of Authorized Grantee Representative	
<i>Andrea J. Vient, CEO</i>	<i>7/1/24</i>
Grantee Representative Signature	Date

STANDARD EXHIBIT E
Lobbying

The Grantee identified in this Project Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

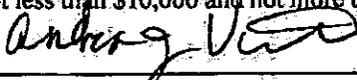
Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections

Grant Agreement Period: Upon Governor & Executive Council Approval through September 30, 2026

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 _____ Grantee Representative Signature	 _____ Grantee Representative Title
HUB66 INC _____ Grantee Name	7-1-24 _____ Date

STANDARD EXHIBIT F - Debarment

The Grantee identified in this Project Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

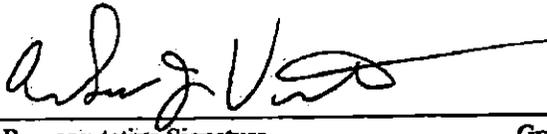
Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to the State, to whom this Grant agreement is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
- (7) The Grantee further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or a contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.



CEO

Grantee Representative Signature

Grantee Representative Title

HUB66 INC

Grantee Name

7/1/24

Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Grantee identified this Project Agreement agrees by signature of the Grantee's representative to execute the following certification:

By signing and submitting this Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	
Grantee Representative Signature	Grantee's Representative Title
<hr/>	<hr/>
HUB66 INC	7/1/24
Grantee Name	Date

STANDARD EXHIBIT H
CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

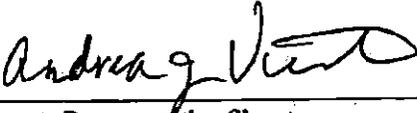
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

 _____ Grantee Representative Signature	CEO _____ Grantee Representative Title
HUB66 INC _____ Grantee Name	7/1/24 _____ Date

STANDARD EXHIBIT I
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

HUB66 INC (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether

Initials AGW Date: 7/1/24 Page 18 of 23

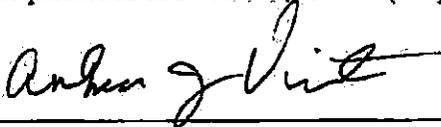
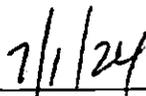
the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts or other federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such date of application for federal assistance which are approved before such date. The Grantee recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).

	
Grantee Representative Signature	Grantee Representative Title
<hr/>	
HUB66 INC	
Grantee Name	Date

STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

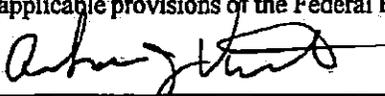
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the State must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of Grantee
- 2) Amount of award
- 3) Funding federal agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity (including congressional district)
- 8) Principal place of performance (including congressional district)
- 9) Unique Entity Identifier (UEI) for both Grantee and any parent.
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the State and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



Grantee Representative Signature

CEO

Grantee Representative Title

HUB66 INC

Grantee Name

7/1/24

Date

**STANDARD EXHIBIT J cont.
CERTIFICATION**

As the Grantee identified in this Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity Identifier (UEI) for your entity is: ZJDANNTUSN15

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____

Amount: _____

EXHIBIT K
APPROVED BMGI APPLICATION

This page is a placeholder for Exhibit K: Approved BMGI Application. Include all changes that occurred to the submitted application after the challenge process.

EXHIBIT L
PRIME GRANT AGREEMENT (FAIN: CPFFN0143)

This page is a placeholder for Exhibit L: Prime Grant Agreement.

State of New Hampshire

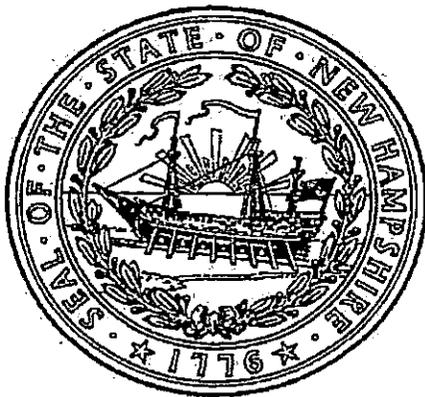
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HUB66 INC is a Delaware Profit Corporation registered to transact business in New Hampshire on February 13, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 836650

Certificate Number: 0006708528



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Michael Mateja, hereby certify that I am duly elected Secretary of
(Name)
Hub66, Inc. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations:

President of the Board of Directors and/or the Chief Executive Officer.

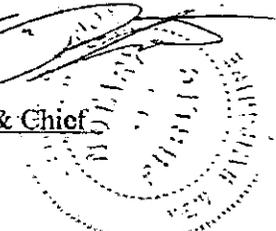
I further certify that the following individuals currently hold the office or positions
authorized:

Andrea Vient is the 2024 President of the Board and the Chief Executive Officer.

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority **shall remain valid**
for thirty (30) days from the date of this certificate.

DATED: 07/04/2024

ATTEST: 
Michael Mateja
Secretary to the Board of Directors & Chief
Technology Officer
(Name & Title)



State of NH County of Rockingham
The foregoing instrument was acknowledged before me
this 2 day of July, 2024.
by Michael Mateja
Lynne Gagnon Notary Public
My Commission Expires _____

LYNNE GAGNON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 7, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Select Department	
	PHONE (A/C, No, Ext): 800-333-7234 Opt. 3	FAX (A/C, No): 781-586-8244
E-MAIL ADDRESS: selectwork@easterninsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Company		21415
INSURER B: EMCASCO Insurance Company		21407
INSURER C: Employers Preferred Insurance Company		10346
INSURER D:		
INSURER E:		
INSURER F:		

INSURED HUB6INC-01
 Hub66 Inc
 100 Powdermill Rd., Ste. 197
 Acton MA 01720

COVERAGES **CERTIFICATE NUMBER:** 2011443501 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6D34512	6/11/2024	6/11/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6E34512	6/11/2024	6/11/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			6J34512	6/11/2024	6/11/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG455700004	6/11/2024	6/11/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of NH BEA 100 North Main Street, Suite 100 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



June 21, 2024

Andrea Vient
Hub66
100 Powdermill Rd, Ste 197
Acton, MA 01720

Subject: New Hampshire BMGI – Award Notification – Hub66-Canaan

Dear Ms. Vient,

Congratulations! The **Hub66-Canaan** application has been approved for participation in New Hampshire's Broadband Matching Grant Initiative (BMGI), pursuant to approval by the Governor and Executive Council (G&C). After all documents are received and once the award is officially approved by G&C, **Hub66** will be **awarded \$1,807,284.00 for 166 eligible project locations**, per the payment terms outlined in the G-1 award agreement.

The attachments and required documents include:

- An Excel spreadsheet of the **166 eligible project locations**.
- G-1 award agreement, which includes payment terms and compliance requirements.
- Associated exhibits/documents that require signature and/or acknowledgements. In addition to the G-1 award agreement, the State of New Hampshire requires the following documents:
 1. A current Certificate of Good Standing from the New Hampshire Secretary of State.
 2. A notarized Certificate of Authority for the individual signing the contract.
 3. A Certificate of Insurance naming the State of New Hampshire, Department of Business and Economic Affairs as an additional insured and reflecting the following required coverage:
 - i. Comprehensive General Liability Insurance. The coverage shall have appropriate riders against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability coverage; and
 - iii. State of New Hampshire Workers' Compensation, as defined by the state.
 4. Proof that the recipient is a current vendor for the State of New Hampshire. If the recipient is not already a vendor for the State, the recipient needs to work with the New Hampshire Department of Administrative Services (DAS) to become a vendor for the State.

100 North Main Street, Suite 100
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

5. A Certified Letter detailing the source of the unmatched funds for the project as referenced in Exhibit B, Scope of Services, Section 1.2 of the G-1 award agreement.
6. Performance bond, if required.

We request that the G-1 award agreement and required exhibits/documents be signed and returned as soon as possible, but no later than **Wednesday, July 3rd 2024 at 3pm EST**.

If you have any questions, please reach out to the Department of Business and Economic Affairs Office of Broadband Initiatives at broadband@livefree.nh.gov.

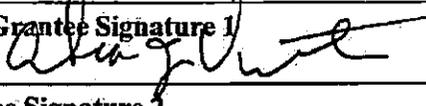
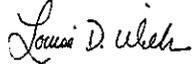
Sincerely,

New Hampshire Department of Business and Economic Affairs (BEA) Office of Broadband Initiatives

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs		1.2. State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3. Grantee Name HUB66 INC		1.4. Grantee Address 100 Powdermill Road, Suite 197 Acton, MA 01720	
1.5. Grantee Phone # 978-307-2660	1.6. Account Number 24410000	1.7. Completion Date September 30, 2026	1.8. Grant Limitation \$2,899,484.00
1.9. Grant Officer for State Agency Wayne Goulet		1.10. State Agency Telephone Number 603-271-4846	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Andrea J. Viert, CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 8/13/24	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. ARFA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A
SPECIAL PROVISIONS**

1. GRANT DOCUMENTS

This Grant consists of the following documents ("Grant Documents"), which are all incorporated herein by reference as if fully set forth herein:

- a. State of New Hampshire Terms and Conditions, General Provisions Form G-1
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms
- e. EXHIBIT D Drug-Free Workplace
- f. EXHIBIT E Lobbying
- g. EXHIBIT F Debarment
- h. EXHIBIT G Americans with Disabilities Act Compliance
- i. EXHIBIT H Environmental Tobacco Smoke
- j. EXHIBIT I Nondiscrimination in Federally Assisted Programs
- k. EXHIBIT J FFATA Compliance
- l. EXHIBIT K Approved BMGI Application
- m. EXHIBIT L Prime Grant Agreement (FAIN: CPFFN0143)

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Exhibit L, the Prime Grant Agreement; (2) General Provisions as modified by EXHIBIT A "Special Provisions; (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Payment Terms."

2. PURPOSE OF FUNDS

2.1 Grantee, HUB66 INC will use the grant funds for deploying broadband infrastructure to unserved locations in the towns of Cornish and Plainfield as identified in their application.

3. FEDERAL AWARD IDENTIFICATION

This Award is a federal subaward. Grantee is a federal subrecipient of the State of New Hampshire's Coronavirus Capital Project's Fund, as identified below:

- 3.1 Grantee's name (as registered in SAM.gov): HUB66 INC
- 3.2 Grantee's Unique Entity Identifier (UEI): ZJDANNTUSN15
- 3.3 United States Department of the Treasury ("Treasury") Federal Award Identification Number (FAIN): CPFFN0143
- 3.4 Federal award date: February 3, 2022
- 3.5 Subaward period of performance: 08/30/2024 to 03/31/2026
- 3.6 Subaward budget period: 08/30/2024 to 03/31/2026
- 3.7 Amount of federal funds obligated by this Agreement: \$2,899,484.00
- 3.8 Total amount of federal funds obligated to the Grantee by the State (including by this agreement) \$6,619,741.80.
- 3.9 Total amount of Coronavirus Capital Project Fund funds committed to the Grantee by the State \$6,619,741.80
- 3.10 Program Description: The purpose of the Coronavirus Capital Projects Fund (CCPF) is to provide financial assistance to states, territories, and tribal governments to carry out critical capital projects that directly enable work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the coronavirus disease.
- 3.11 The federal awarding agency for the prime award is the United States Department of the Treasury. The pass-through entity making this subaward is the State of New Hampshire Department of Business and Economic Affairs, 100 North Main Street, Suite 100, Concord, NH, 03301.
- 3.12 Federal award Assistance Listing Number (ALN) and title: 21.029 Coronavirus Capital Projects Fund

- 3.13 This Award will not be used for Research and Development (R&D).
3.14 This award does not have an indirect cost rate because it is exempt from 2.CFR 200 subpart E: Cost Principles.

4. ALLOWABLE USES

Grantee shall use funds solely for allowable purposes as set forth in paragraph 1 and as defined in the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source.

5. SUBAWARDS, CONTRACTS, AND OTHER AGREEMENTS

- 5.1 To the extent that Grantee is making any contracts, subawards, or other agreements using funds provided under this Agreement, Grantee shall develop and use a template for subawards, contracts, or other agreements as applicable that will be subject to review and approval by the State before use to ensure that the subawards, contracts, or other agreements contain adequate provisions that the funds can only be used for allowable ARPA costs and require compliance with 2 CFR 200 and other applicable requirements.
- 5.1.1 In the event that Grantee enters into any subawards, contracts, or other agreements using funds from this award, Grantee shall ensure that such subawards, contracts, or other agreements contain provisions that grant the State oversight rights that are at least equivalent to the oversight rights reserved to the State under this grant agreement.
- 5.1.2 Grantee shall explicitly incorporate, or cause to be incorporated, in each subaward, contract, or other agreement the relevant provisions of this Agreement pertaining to site access, oversight, reporting, and compliance or provisions that mirror the intent and purpose of such clauses to ensure that the State retains the same level of oversight over the use of grant funds in the subaward, contract, or other agreement as it does under this Agreement.
- 5.2 Grantee agrees to obtain prior approval from the State for any new subaward, contract, or other agreement made with grant funds.
- 5.3 Existing subawards, contracts, or other agreements do not require prior approval from the State. Copies of existing subawards, contracts, or other agreements shall be submitted to the State upon request.

6. GUIDANCE

- 6.1 All Capital Projects Fund guidance issued by the United States Department of the Treasury is incorporated herein and made part of this agreement as if set forth in full. This includes, but is not limited to, Treasury's *Guidance for the Coronavirus Capital Projects Fund*, *Coronavirus Capital Projects Fund Compliance and Reporting Guidance*, *Coronavirus Capital Projects Fund Frequently Asked Questions April 22, 2022*, and *SLFRF and CPF Supplementary Broadband Guidance May 17, 2023*. All guidance is available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>.
- 6.2 The U.S. Department of Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Capital Projects Fund funds at its website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>. Any such guidance shall be considered incorporated herein and made part of this agreement as if set forth in full without further notice.
- 6.3 The terms and conditions of the prime grant agreement, as set forth in the State of New Hampshire's ("State") Notice of Award (FAIN: CPFEN0143) are incorporated herein and made part of this Agreement as if set forth in full. (See Exhibit L)
- 6.4 This agreement is subject to the requirements set forth by the State in RSA 12-O:61-63, and the New Hampshire Code of Administrative Rules Bea 400, and are incorporated herein and made part of this agreement as if set forth in full.

7. ADMINISTRATIVE COSTS

Any administrative costs incurred by Grantee shall be paid from the Grantee's funding match and shall not be considered eligible costs under this Award.

8. REPORTING & MONITORING

- 8.1 The Grantee shall comply with periodic project reporting and financial reporting. The cadence of reporting

will be no less than quarterly. The State may request any other project information it deems necessary in compliance with state and federal reporting requirements. The Grantee will comply with any such request in a timely manner.

- 8.2 The Grantee shall comply with any and all subrecipient monitoring processes required by the State. This includes, but is not limited to, completion of desk review questionnaires and other information gathering tools, production of financial and transactional records, internal documents, and any other documentation the State requests, and cooperation with site visits and interviews of Grantee's personnel or the personnel of any subgrantees, contractors, or subcontractors. Subrecipient monitoring will take place monthly, quarterly, or semi-annually based on a risk assessment conducted by the State.
- 8.2.1 The Grantee agrees to promptly take any remedial action required by the State as a result of any errors, omissions, or deficits identified through the reporting and monitoring process.

9. EXTENSION OF AWARD PERIOD OF PERFORMANCE

Grantee shall certify substantial completion of the Project on or before March 31, 2026. Extensions may be granted at the sole discretion of the State.

10. UNIQUE ENTITY IDENTIFIER (UEI) AND ELIGIBILITY REQUIREMENTS.

- 10.1 Pursuant to 2 CFR 25 Grantees must provide a valid Unique Entity Identifier (UEI). EXHIBIT J should be returned completed with the executed Grant Agreement and must be received before project work commences.
- 10.1.1 This requirement shall be passed through to subgrantees, contractors, and subcontractors.
- 10.2 By entering into this agreement, Grantee certifies that it is not suspended, debarred, or otherwise excluded from receiving federal funds. Grantee shall complete the debarment certification included as Exhibit F of this Award.
- 10.2.1 Grantee shall not enter into any subawards without confirming that the subrecipient is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. This requirement applies to all covered transactions identified by 2 CFR 180 by subrecipients of any tier, and any subaward agreement executed by Grantee shall include a term imposing this requirement upon any subrecipients.
- 10.2.2 Grantee shall not enter into any contracts with a value over \$25,000 without confirming that the contractor is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. Grantee shall include in any such contracts a term which extends this requirement to subcontractors.

11. REAL PROPERTY & EQUIPMENT

- 11.1 Federal Interest. Any real property or equipment acquired or improved under this Award is subject to a federal interest in property equal to the product of the percentage of Treasury's contribution to the cost of the purchase or improvement and the fair market value of the property. This interest shall persist until December 31, 2034 ("Federal Interest Period").
- 11.2 Title to real property or equipment acquired or improved under the award ("Project Property") vests in the Grantee, subject to the condition that, for the duration of the Federal Interest Period (December 31, 2034), the Grantee and any successors or transferees:
- 11.2.1 Shall use the Project Property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below;
- 11.2.2 Shall continue to provide internet service to the service areas and at the standard initially agreed upon by the State and Grantee;
- 11.2.3 Shall participate in federal programs that provide low-income consumers with subsidies on broadband internet access services;
- 11.2.4 Shall comply with the requirements of 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance;
- 11.2.5 Shall comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the Grantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
- 11.2.6 Shall maintain records of real property that include an indication of the applicable federal interest;
- 11.2.7 May dispose of Project Property in the ordinary course of business when no longer needed to operate the

- network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Project Property;
- 11.2.8 May otherwise sell or transfer Project Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest; and
- 11.2.9 Shall notify the State and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Grantee or its affiliates.
- 11.3 Pursuant to 2 CFR 200.316 and in recognition that this project is being undertaken for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, the Grantee must hold Project Property in trust for the beneficiaries of the project.
- 11.4 The Grantee may encumber the property if Treasury receives a shared first lien position in the Project Property, such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the of the property that is equal to Treasury's percentage contribution to the project cost.
- 11.5 If the Grantee fails to comply with the provisions of 11.2 through 11.4 above the Grantee shall request disposition instructions for the Project Property pursuant to 2 CFR 200.311(c) or 2 CFR 200.313(e), as applicable.

12. SITE ACCESS

The Grantee agrees to allow the State access to work sites funded through this grant agreement for any purpose, which includes publicity, site verification, and any other purpose as determined by the State.

13. SINGLE AUDIT

Federal single audit requirements shall apply to this grant agreement, as set forth in 2 CFR 200 Subpart F, Audit Requirements.

14. FIXED AMOUNT SUBAWARD STRUCTURE

This Award is considered a fixed amount subaward pursuant to the fixed amount subaward structure detailed in Treasury's SLFRF and CPF Supplementary Broadband Guidance, published on May 17, 2023, which modifies the standard Uniform Guidance requirements for fixed amount subawards. The SLFRF and CPF Supplementary Broadband Guidance is incorporated by reference into this Agreement. These terms are subject to further clarification and modification by Treasury, and any future guidance provided by Treasury is incorporated by reference into this Agreement without additional notice to Grantee. The following exceptions, modifications, and requirements apply to this Award pursuant to the SLFRF and CPF Supplementary Broadband Guidance:

- Treasury pre-approval is not required for this Award.
- The amount of this Award is not capped at the Simplified Acquisition Threshold.
- Any income earned through activities carried out under this award is not considered program income and may be used by Grantee without restriction.
- This Award is not subject to 2 CFR 200, subpart E: Cost Principles.
- This Award is not subject to the Uniform Guidance procurement standards in 2 CFR 200.317 – 200.327.
- This Award may be subject to a cost-sharing or cost-matching requirement.
- The requirements for the acquisition, use, management, and disposition of real property and equipment shall be as detailed in Section 11 of this Exhibit.
- The Grantee must certify that the project has reached substantial completion on or before March 31, 2026. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational.

Other than the exceptions and modifications detailed in the SLFRF and CPF Supplementary Broadband Guidance and any other applicable Treasury guidance, Grantee must comply with 2 CFR 200.

15. CLOSEOUT

Closeout shall be completed by September 30, 2026 in a manner in compliance with federal guidance. The closeout process may include, but shall not be limited to, a final performance report and review process, a final compliance monitoring process, a request by the State for any Award-related documentation not yet provided, and a request for payment by Grantee and payment of the Award Amount by the State. Grantee shall comply with all closeout requirements in a timely manner, and in any case no more than 30 days after a request for a response.

16. INCREASED SEATBELT USE IN THE UNITED STATES

Pursuant to Executive Order 12043, 62 FR 19217 (April 8, 1997), Grantee is encouraged and shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

17 REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13512, 74 FR 51225 (October 1, 2009), Grantee is encouraged and shall encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT B
SCOPE OF SERVICES**

I. SCOPE OF WORK

- 1.1 The proposed project submission, as described and approved in EXHIBIT K "APPROVED BMGI APPLICATION," is incorporated by reference as if fully set forth herein.

- 1.2 This project shall serve 295 locations in Cornish and Plainfield, delivering 100 Mbps/100 Mbps service. Cornish and Plainfield have partnered with HUB66 INC. Grantor shall provide a 75% MATCH to the total project cost of \$3,865,978. The source of the unmatched funds for this project will be provided in a detailed Certified Letter by Grantee.

**EXHIBIT C
PAYMENT TERMS**

1. AWARD AMOUNT

Grantee shall be paid the full Award Amount of \$2,899,484.00 upon substantial completion of the project.

2. PRICING STRUCTURE

The State may amend the pricing structure and the overall Award amount at its discretion and at the request of the Grantee within the period of performance.

3. PAYMENT REQUEST

Upon substantial completion of the Project, Grantee shall send a payment request to the Office of Broadband Initiatives:

ATTN: Broadband Program Manager
Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301
Email: broadband@livefree.nh.gov

Or to the representative designated by the State.

4. PAYMENT METHOD

- 4.1 A single payment shall be made to Grantee upon substantial completion of the Project. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. No payment shall occur until the State has verified substantial completion of the Project.
- 4.2 The State may request additional documentation, perform site visits, or other methods of verification in order to determine whether the Project is substantially complete. The State may deny payment if it cannot verify substantial completion of the Project.
- 4.3 Payments may be made via CHK or ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

STANDARD EXHIBIT D
Drug-Free Workplace

The Grantee identified in this Project Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected

grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Upon Governor & Executive Council Approval
through September 30, 2026

HUB66 INC

Grantee Name

Period Covered by this Certification

Name and Title of Authorized Grantee Representative

Grantee Representative Signature

Date

Andrea J. Vick, CEO

Andrea J. Vick

7-9-24

Initials *AV* Date *7-9-24* Page 12 of 23

STANDARD EXHIBIT E
Lobbying

The Grantee identified in this Project Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

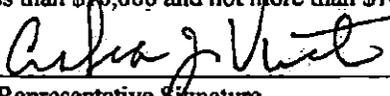
Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections

Grant Agreement Period: Upon Governor & Executive Council Approval through September 30, 2026

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 _____ Grantee Representative Signature	CEO _____ Grantee Representative Title
HUB66 INC _____ Grantee Name	7-9-24 _____ Date

Initials AV Date 7-9-24 Page 13 of 23

STANDARD EXHIBIT F - Debarment

The Grantee identified in this Project Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

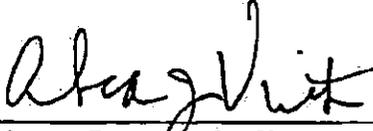
Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to the State, to whom this Grant agreement is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
- (7) The Grantee further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or a contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.



Grantee Representative Signature

CEO

Grantee Representative Title

HUB66 INC

Grantee Name

7-9-24

Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Grantee identified this Project Agreement agrees by signature of the Grantee's representative to execute the following certification:

By signing and submitting this Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Robert J. Viret

Grantee Representative Signature

CEO

Grantee's Representative Title

HUB66 INC

Grantee Name

7-9-24

Date

STANDARD EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Andrea J. Vitek

CEO

Grantee Representative Signature

Grantee Representative Title

HUB66 INC

Grantee Name

7-9-24

Date

STANDARD EXHIBIT I
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

HUB66 INC (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether

the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts or other federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such data of application for federal assistance which are approved before such date. The Grantee recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).

Arthur J. Vint

CEO

Grantee Representative Signature

Grantee Representative Title

HUB66 INC.

7-9-24

Grantee Name

Date

**STANDARD EXHIBIT J cont.
CERTIFICATION**

As the Grantee identified in this Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity Identifier (UEI) for your entity is: 23PANNTUSN15

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Initials AGV Date 7-9-24 Page 21 of 23

**EXHIBIT K.
APPROVED BMGI APPLICATION**

This page is a placeholder for Exhibit K: Approved BMGI Application. Include all changes that occurred to the submitted application after the challenge process.

EXHIBIT L
PRIME GRANT AGREEMENT (FAIN: CPFFN0143)

This page is a placeholder for Exhibit L: Prime Grant Agreement.

State of New Hampshire

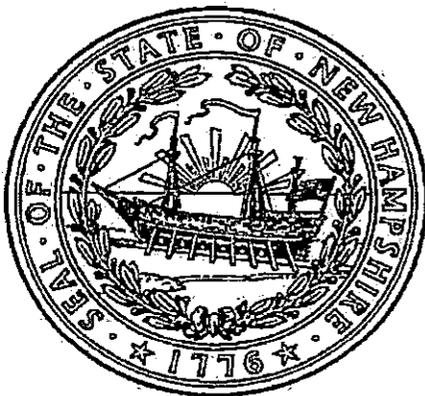
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HUB66 INC is a Delaware Profit Corporation registered to transact business in New Hampshire on February 13, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **836650**

Certificate Number: **0006708528**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Michael Mateja, hereby certify that I am duly elected Secretary of
(Name)
Hub66, Inc. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations:

President of the Board of Directors and/or the Chief Executive Officer.

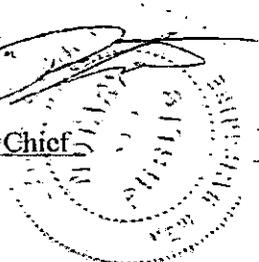
I further certify that the following individuals currently hold the office or positions
authorized:

Andrea Vient is the 2024 President of the Board and the Chief Executive Officer.

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority **shall remain valid**
for thirty (30) days from the date of this certificate.

DATED: 07/04/2024

ATTEST: 
Michael Mateja
Secretary to the Board of Directors & Chief
Technology Officer
(Name & Title)



State of NH County of Rockingham
The foregoing instrument was acknowledged before me
this 2 day of July, 2024.
by Michael Mateja
Lynne Gagnon Notary Public
My Commission Expires _____

LYNNE GAGNON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 7, 2027



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



June 28, 2024

Andrea Vient
Hub66
100 Powder Mill Rd, Ste 197
Acton, MA 01720

Subject: New Hampshire BMGI – Award Notification – Hub66-Cornish/Plainfield

Dear Ms. Vient,

Congratulations! The **Hub66-Cornish/Plainfield** application has been approved for participation in New Hampshire's Broadband Matching Grant Initiative (BMGI), pursuant to approval by the Governor and Executive Council (G&C). After all documents are received and once the award is officially approved by G&C, **Hub66** will be awarded **\$ 2,899,484.00** for **295 eligible project locations**, per the payment terms outlined in the G-1 award agreement.

The attachments and required documents include:

- An Excel spreadsheet of the **295 eligible project locations**.
- G-1 award agreement, which includes payment terms and compliance requirements.
- Associated exhibits/documents that require signature and/or acknowledgements. In addition to the G-1 award agreement, the State of New Hampshire requires the following documents:
 1. A current Certificate of Good Standing from the New Hampshire Secretary of State.
 2. A notarized Certificate of Authority for the individual signing the contract.
 3. A Certificate of Insurance naming the State of New Hampshire, Department of Business and Economic Affairs as an additional insured and reflecting the following required coverage:
 - i. Comprehensive General Liability Insurance. The coverage shall have appropriate riders against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability coverage; and
 - iii. State of New Hampshire Workers' Compensation, as defined by the state.
 4. Proof that the recipient is a current vendor for the State of New Hampshire. If the recipient is not already a vendor for the State, the recipient needs to work with the New Hampshire Department of Administrative Services (DAS) to become a vendor for the State.

📍 100 North Main Street, Suite 100

Concord, New Hampshire 03301

☎ 603.271.2341

🌐 visitnh.gov nheconomy.com choosenh.com



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



5. A Certified Letter detailing the source of the unmatched funds for the project as referenced in Exhibit B, Scope of Services, Section 1.2 of the G-1 award agreement.
6. Performance bond, if required.

We request that the G-1 award agreement and required exhibits/documents be signed and returned as soon as possible, but no later than **Wednesday, July 10th 2024 at 3pm EST.**
If you have any questions, please reach out to the Department of Business and Economic Affairs Office of Broadband Initiatives at broadband@livefree.nh.gov.

Sincerely,

New Hampshire Department of Business and Economic Affairs (BEA) Office of Broadband Initiatives

📍 100 North Main Street, Suite 100

Concord, New Hampshire 03301

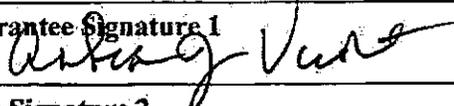
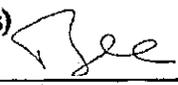
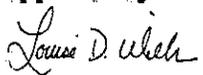
☎ 603.271.2341

🖱 visitnh.gov nheconomy.com choosenh.com

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs		1.2. State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3. Grantee Name HUB66 INC		1.4. Grantee Address 100 Powdermill Road, Suite 197 Acton, MA 01720	
1.5. Grantee Phone # 978-307-2660	1.6. Account Number 24410000	1.7. Completion Date September 30, 2026	1.8. Grant Limitation \$438,900:00
1.9. Grant Officer for State Agency Wayne Goulet		1.10. State Agency Telephone Number 603-271-4846	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Andrea J. Vient, CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G. & C approval required)			
By: 		Assistant Attorney General, On: 8 / 13 / 24	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review of

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A
SPECIAL PROVISIONS**

1. GRANT DOCUMENTS

This Grant consists of the following documents ("Grant Documents"), which are all incorporated herein by reference as if fully set forth herein:

- a. State of New Hampshire Terms and Conditions, General Provisions Form G-1
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms
- e. EXHIBIT D Drug-Free Workplace
- f. EXHIBIT E Lobbying
- g. EXHIBIT F Debarment
- h. EXHIBIT G Americans with Disabilities Act Compliance
- i. EXHIBIT H Environmental Tobacco Smoke
- j. EXHIBIT I Nondiscrimination in Federally Assisted Programs
- k. EXHIBIT J FFATA Compliance
- l. EXHIBIT K Approved BMGI Application
- m. EXHIBIT L Prime Grant Agreement (FAIN: CPFFN0143)

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Exhibit L, the Prime Grant Agreement; (2) General Provisions as modified by EXHIBIT A "Special Provisions; (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Payment Terms."

2. PURPOSE OF FUNDS

2.1 Grantee, HUB66 INC will use the grant funds for deploying broadband infrastructure to unserved locations in the town of Enfield as identified in their application.

3. FEDERAL AWARD IDENTIFICATION

This Award is a federal subaward. Grantee is a federal subrecipient of the State of New Hampshire's Coronavirus Capital Project's Fund, as identified below:

- 3.1 Grantee's name (as registered in SAM.gov): HUB66 INC
- 3.2 Grantee's Unique Entity Identifier (UEI): ZJDANNTUSN15
- 3.3 United States Department of the Treasury ("Treasury") Federal Award Identification Number (FAIN): CPFFN0143
- 3.4 Federal award date: February 3, 2022
- 3.5 Subaward period of performance: 08/30/2024 to 03/31/2026
- 3.6 Subaward budget period: 08/30/2024 to 03/31/2026
- 3.7 Amount of federal funds obligated by this Agreement: \$438,900.00.
- 3.8 Total amount of federal funds obligated to the Grantee by the State (including by this agreement) \$2,864,032.00.
- 3.9 Total amount of Coronavirus Capital Project Fund funds committed to the Grantee by the State \$2,864,032:00
- 3.10 Program Description: The purpose of the Coronavirus Capital Projects Fund (CCPF) is to provide financial assistance to states, territories, and tribal governments to carry out critical capital projects that directly enable work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the coronavirus disease.
- 3.11 The federal awarding agency for the prime award is the United States Department of the Treasury. The pass-through entity making this subaward is the State of New Hampshire Department of Business and Economic Affairs, 100 North Main Street, Suite 100, Concord, NH, 03301.
- 3.12 Federal award Assistance Listing Number (ALN) and title: 21.029 Coronavirus Capital Projects Fund

- 3.13 This Award will not be used for Research and Development (R&D).
3.14 This award does not have an indirect cost rate because it is exempt from 2 CFR 200 subpart E: Cost Principles.

4. ALLOWABLE USES

Grantee shall use funds solely for allowable purposes as set forth in paragraph 1 and as defined in the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source.

5. SUBAWARDS, CONTRACTS, AND OTHER AGREEMENTS

- 5.1 To the extent that Grantee is making any contracts, subawards, or other agreements using funds provided under this Agreement, Grantee shall develop and use a template for subawards, contracts, or other agreements as applicable that will be subject to review and approval by the State before use to ensure that the subawards, contracts, or other agreements contain adequate provisions that the funds can only be used for allowable ARPA costs and require compliance with 2 CFR 200 and other applicable requirements.
- 5.1.1 In the event that Grantee enters into any subawards, contracts, or other agreements using funds from this award, Grantee shall ensure that such subawards, contracts, or other agreements contain provisions that grant the State oversight rights that are at least equivalent to the oversight rights reserved to the State under this grant agreement.
- 5.1.2 Grantee shall explicitly incorporate, or cause to be incorporated, in each subaward, contract, or other agreement the relevant provisions of this Agreement pertaining to site access, oversight, reporting, and compliance or provisions that mirror the intent and purpose of such clauses to ensure that the State retains the same level of oversight over the use of grant funds in the subaward, contract, or other agreement as it does under this Agreement.
- 5.2 Grantee agrees to obtain prior approval from the State for any new subaward, contract, or other agreement made with grant funds.
- 5.3 Existing subawards, contracts, or other agreements do not require prior approval from the State. Copies of existing subawards, contracts, or other agreements shall be submitted to the State upon request.

6. GUIDANCE

- 6.1 All Capital Projects Fund guidance issued by the United States Department of the Treasury is incorporated herein and made part of this agreement as if set forth in full. This includes, but is not limited to, Treasury's *Guidance for the Coronavirus Capital Projects Fund, Coronavirus Capital Projects Fund Compliance and Reporting Guidance, Coronavirus Capital Projects Fund Frequently Asked Questions April 22, 2022, and SLFRF and CPF Supplementary Broadband Guidance May 17, 2023*. All guidance is available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>.
- 6.2 The U.S. Department of Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Capital Projects Fund funds at its website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>. Any such guidance shall be considered incorporated herein and made part of this agreement as if set forth in full without further notice.
- 6.3 The terms and conditions of the prime grant agreement, as set forth in the State of New Hampshire's ("State") Notice of Award (FAIN: CPPFN0143) are incorporated herein and made part of this Agreement as if set forth in full. (See Exhibit L)
- 6.4 This agreement is subject to the requirements set forth by the State in RSA 12-O:61-63, and the New Hampshire Code of Administrative Rules Bea 400, and are incorporated herein and made part of this agreement as if set forth in full.

7. ADMINISTRATIVE COSTS

Any administrative costs incurred by Grantee shall be paid from the Grantee's funding match and shall not be considered eligible costs under this Award.

8. REPORTING & MONITORING

- 8.1 The Grantee shall comply with periodic project reporting and financial reporting. The cadence of reporting

will be no less than quarterly. The State may request any other project information it deems necessary in compliance with state and federal reporting requirements. The Grantee will comply with any such request in a timely manner.

- 8.2 The Grantee shall comply with any and all subrecipient monitoring processes required by the State. This includes, but is not limited to, completion of desk review questionnaires and other information gathering tools, production of financial and transactional records, internal documents, and any other documentation the State requests, and cooperation with site visits and interviews of Grantee's personnel or the personnel of any subgrantees, contractors, or subcontractors. Subrecipient monitoring will take place monthly, quarterly, or semi-annually based on a risk assessment conducted by the State.
- 8.2.1 The Grantee agrees to promptly take any remedial action required by the State as a result of any errors, omissions, or deficits identified through the reporting and monitoring process.

9. EXTENSION OF AWARD PERIOD OF PERFORMANCE

Grantee shall certify substantial completion of the Project on or before March 31, 2026. Extensions may be granted at the sole discretion of the State.

10. UNIQUE ENTITY IDENTIFIER (UEI) AND ELIGIBILITY REQUIREMENTS.

- 10.1 Pursuant to 2 CFR 25 Grantees must provide a valid Unique Entity Identifier (UEI). EXHIBIT J should be returned completed with the executed Grant Agreement and must be received before project work commences.
- 10.1.1 This requirement shall be passed through to subgrantees, contractors; and subcontractors.
- 10.2 By entering into this agreement, Grantee certifies that it is not suspended, debarred, or otherwise excluded from receiving federal funds. Grantee shall complete the debarment certification included as Exhibit F of this Award.
- 10.2.1 Grantee shall not enter into any subawards without confirming that the subrecipient is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. This requirement applies to all covered transactions identified by 2 CFR 180 by subrecipients of any tier, and any subaward agreement executed by Grantee shall include a term imposing this requirement upon any subrecipients.
- 10.2.2 Grantee shall not enter into any contracts with a value over \$25,000 without confirming that the contractor is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. Grantee shall include in any such contracts a term which extends this requirement to subcontractors.

11. REAL PROPERTY & EQUIPMENT

- 11.1 Federal Interest. Any real property or equipment acquired or improved under this Award is subject to a federal interest in property equal to the product of the percentage of Treasury's contribution to the cost of the purchase or improvement and the fair market value of the property. This interest shall persist until December 31, 2034 ("Federal Interest Period").
- 11.2 Title to real property or equipment acquired or improved under the award ("Project Property") vests in the Grantee, subject to the condition that, for the duration of the Federal Interest Period (December 31, 2034), the Grantee and any successors or transferees:
- 11.2.1 Shall use the Project Property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below;
- 11.2.2 Shall continue to provide internet service to the service areas and at the standard initially agreed upon by the State and Grantee;
- 11.2.3 Shall participate in federal programs that provide low-income consumers with subsidies on broadband internet access services;
- 11.2.4 Shall comply with the requirements of 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance;
- 11.2.5 Shall comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the Grantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
- 11.2.6 Shall maintain records of real property that include an indication of the applicable federal interest;
- 11.2.7 May dispose of Project Property in the ordinary course of business when no longer needed to operate the

- network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Project Property;
- 11.2.8 May otherwise sell or transfer Project Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest; and
- 11.2.9 Shall notify the State and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Grantee or its affiliates.
- 11.3 Pursuant to 2 CFR 200.316 and in recognition that this project is being undertaken for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, the Grantee must hold Project Property in trust for the beneficiaries of the project.
- 11.4 The Grantee may encumber the property if Treasury receives a shared first lien position in the Project Property, such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the of the property that is equal to Treasury's percentage contribution to the project cost.
- 11.5 If the Grantee fails to comply with the provisions of 11.2 through 11.4 above the Grantee shall request disposition instructions for the Project Property pursuant to 2 CFR 200.311(c) or 2 CFR 200.313(e), as applicable.

12. SITE ACCESS

The Grantee agrees to allow the State access to work sites funded through this grant agreement for any purpose, which includes publicity, site verification, and any other purpose as determined by the State.

13. SINGLE AUDIT

Federal single audit requirements shall apply to this grant agreement, as set forth in 2 CFR 200 Subpart F, Audit Requirements.

14. FIXED AMOUNT SUBAWARD STRUCTURE

This Award is considered a fixed amount subaward pursuant to the fixed amount subaward structure detailed in Treasury's SLFRF and CPF Supplementary Broadband Guidance, published on May 17, 2023, which modifies the standard Uniform Guidance requirements for fixed amount subawards. The SLFRF and CPF Supplementary Broadband Guidance is incorporated by reference into this Agreement. These terms are subject to further clarification and modification by Treasury, and any future guidance provided by Treasury is incorporated by reference into this Agreement without additional notice to Grantee. The following exceptions, modifications, and requirements apply to this Award pursuant to the SLFRF and CPF Supplementary Broadband Guidance:

- Treasury pre-approval is not required for this Award.
- The amount of this Award is not capped at the Simplified Acquisition Threshold.
- Any income earned through activities carried out under this award is not considered program income and may be used by Grantee without restriction.
- This Award is not subject to 2 CFR 200, subpart E: Cost Principles.
- This Award is not subject to the Uniform Guidance procurement standards in 2 CFR 200.317 – 200.327.
- This Award may be subject to a cost-sharing or cost-matching requirement.
- The requirements for the acquisition, use, management, and disposition of real property and equipment shall be as detailed in Section 11 of this Exhibit.
- The Grantee must certify that the project has reached substantial completion on or before March 31, 2026. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational.

Other than the exceptions and modifications detailed in the SLFRF and CPF Supplementary Broadband Guidance and any other applicable Treasury guidance, Grantee must comply with 2 CFR 200.

15. CLOSEOUT

Closeout shall be completed by September 30, 2026 in a manner in compliance with federal guidance. The closeout process may include, but shall not be limited to, a final performance report and review process, a final compliance monitoring process, a request by the State for any Award-related documentation not yet provided, and a request for payment by Grantee and payment of the Award Amount by the State. Grantee shall comply with all closeout requirements in a timely manner, and in any case no more than 30 days after a request for a response.

16. INCREASED SEATBELT USE IN THE UNITED STATES

Pursuant to Executive Order 12043, 62 FR 19217 (April 8, 1997), Grantee is encouraged and shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

17 REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13512, 74 FR 51225 (October 1, 2009), Grantee is encouraged and shall encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT B
SCOPE OF SERVICES**

1. SCOPE OF WORK

- 1.1 The proposed project submission, as described and approved in EXHIBIT K "APPROVED BMGI APPLICATION," is incorporated by reference as if fully set forth herein.
- 1.2 This project shall serve 52 locations in Enfield, delivering 100 Mbps/100 Mbps service. Enfield has partnered with HUB66 INC. Grantor shall provide a 75% MATCH to the total project cost of \$585,200. The source of the unmatched funds for this project will be provided in a detailed Certified Letter by Grantee.

**EXHIBIT C
PAYMENT TERMS**

1. AWARD AMOUNT

Grantee shall be paid the full Award Amount of \$438,900.00 upon substantial completion of the project.

2. PRICING STRUCTURE

The State may amend the pricing structure and the overall Award amount at its discretion and at the request of the Grantee within the period of performance.

3. PAYMENT REQUEST

Upon substantial completion of the Project, Grantee shall send a payment request to the Office of Broadband Initiatives:

ATTN: Broadband Program Manager
Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301
Email: broadband@livefree.nh.gov

Or to the representative designated by the State.

4. PAYMENT METHOD

- 4.1 A single payment shall be made to Grantee upon substantial completion of the Project. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. No payment shall occur until the State has verified substantial completion of the Project.
- 4.2 The State may request additional documentation, perform site visits, or other methods of verification in order to determine whether the Project is substantially complete. The State may deny payment if it cannot verify substantial completion of the Project.
- 4.3 Payments may be made via CHK or ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

STANDARD EXHIBIT D
Drug-Free Workplace

The Grantee identified in this Project Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected

grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Upon Governor & Executive Council Approval
through September 30, 2026

HUB66 INC

Grantee Name

Period Covered by this Certification

Andrea J. Vient

Name and Title of Authorized Grantee Representative

Andrea J. Vient

7-1-24

Grantee Representative Signature

Date

STANDARD EXHIBIT E
Lobbying

The Grantee identified in this Project Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

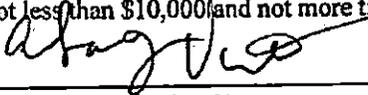
Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections

Grant Agreement Period: Upon Governor & Executive Council Approval through September 30, 2026

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 _____ Grantee Representative Signature	CEO _____ Grantee Representative Title
HUB66 INC _____ Grantee Name	7-1-24 _____ Date

STANDARD EXHIBIT F - Debarment

The Grantee identified in this Project Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

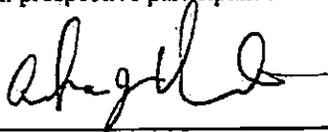
Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to the State, to whom this Grant agreement is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
- (7) The Grantee further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

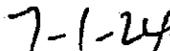
- (1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or a contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.



Grantee Representative Signature



Grantee Representative Title



HUB66 INC

Grantee Name

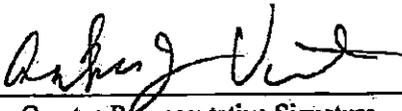
Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Grantee identified this Project Agreement agrees by signature of the Grantee's representative to execute the following certification:

By signing and submitting this Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Grantee Representative Signature

CEO

Grantee's Representative Title

HUB66 INC

Grantee Name

7-1-24

Date

STANDARD EXHIBIT H
CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Anthony V. [Signature]

CEO

Grantee Representative Signature

Grantee Representative Title

HUB66 INC

7-1-24

Grantee Name

Date

STANDARD EXHIBIT I
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

HUB66 INC (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether

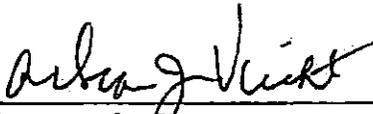
the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts or other federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such data of application for federal assistance which are approved before such date. The Grantee recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).

	
_____ Grantee Representative Signature	_____ Grantee Representative Title
HUB66 INC	7-1-24
_____ Grantee Name	_____ Date

**STANDARD EXHIBIT J cont.
CERTIFICATION**

As the Grantee identified in this Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity Identifier (UEI) for your entity is: 25DANNFUSN15

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

**EXHIBIT K.
APPROVED BMGI APPLICATION**

This page is a placeholder for Exhibit K: Approved BMGI Application. Include all changes that occurred to the submitted application after the challenge process.

EXHIBIT L
PRIME GRANT AGREEMENT (FAIN: CPFFN0143)

This page is a placeholder for Exhibit L: Prime Grant Agreement.

State of New Hampshire

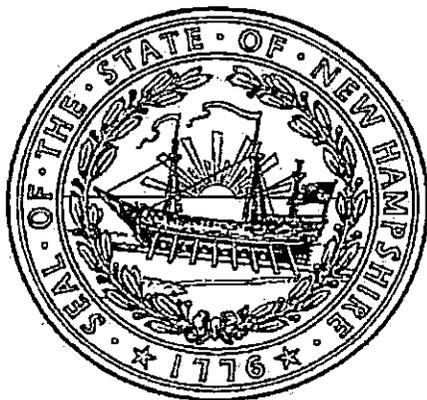
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HUB66 INC is a Delaware Profit Corporation registered to transact business in New Hampshire on February 13, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 836650

Certificate Number: 0006708528



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Michael Mateja, hereby certify that I am duly elected Secretary of
(Name)
Hub66, Inc I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations:

President of the Board of Directors and/or the Chief Executive Officer.

I further certify that the following individuals currently hold the office or positions
authorized:

Andrea Vient is the 2024 President of the Board and the Chief Executive Officer.

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority shall remain valid
for thirty (30) days from the date of this certificate.

DATED: 07/04/2024

ATTEST:

Michael Mateja

Secretary to the Board of Directors & Chief
Technology Officer

(Name & Title)

State of NH County of Rockingham
The foregoing instrument was acknowledged before me
this 2 day of July, 2024.
by Michael Mateja
Lynne Gagnon Notary Public
My Commission Expires _____

LYNNE GAGNON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 7, 2027



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



June 21, 2024

Andrea Vient
Hub66
100 Powdermill Rd, Ste 197
Acton, MA 01720

Subject: New Hampshire BMGI – Award Notification – Hub66-Enfield

Dear Ms. Vient,

Congratulations! The **Hub66-Enfield** application has been approved for participation in New Hampshire's Broadband Matching Grant Initiative (BMGI), pursuant to approval by the Governor and Executive Council (G&C). After all documents are received and once the award is officially approved by G&C, **Hub66** will be awarded **\$438,900.00** for **52 eligible project locations**, per the payment terms outlined in the G-1 award agreement.

The attachments and required documents include:

- An Excel spreadsheet of the **52 eligible project locations**.
- G-1 award agreement, which includes payment terms and compliance requirements.
- Associated exhibits/documents that require signature and/or acknowledgements. In addition to the G-1 award agreement, the State of New Hampshire requires the following documents:
 1. A current Certificate of Good Standing from the New Hampshire Secretary of State.
 2. A notarized Certificate of Authority for the individual signing the contract.
 3. A Certificate of Insurance naming the State of New Hampshire, Department of Business and Economic Affairs as an additional insured and reflecting the following required coverage:
 - i. Comprehensive General Liability Insurance. The coverage shall have appropriate riders against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability coverage; and
 - iii. State of New Hampshire Workers' Compensation, as defined by the state.
 4. Proof that the recipient is a current vendor for the State of New Hampshire. If the recipient is not already a vendor for the State, the recipient needs to work with the New Hampshire Department of Administrative Services (DAS) to become a vendor for the State.

100 North Main Street, Suite 100
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

5. A Certified Letter detailing the source of the unmatched funds for the project as referenced in Exhibit B, Scope of Services, Section 1.2 of the G-1 award agreement.
6. Performance bond, if required.

We request that the G-1 award agreement and required exhibits/documents be signed and returned as soon as possible, but no later than Wednesday, July 3rd 2024 at 3pm EST.

If you have any questions, please reach out to the Department of Business and Economic Affairs Office of Broadband Initiatives at broadband@livefree.nh.gov.

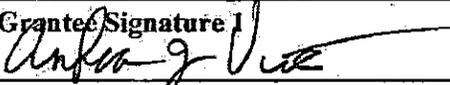
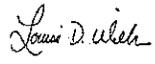
Sincerely,

New Hampshire Department of Business and Economic Affairs (BEA) Office of Broadband Initiatives

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

I. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs		1.2. State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3. Grantee Name HUB66 INC		1.4. Grantee Address 100 Powdermill Road, Suite 197 Acton, MA 01720	
1.5. Grantee Phone # 978-307-2660	1.6. Account Number 24410000	1.7. Completion Date September 30, 2026	1.8. Grant Limitation \$617,848.00
1.9. Grant Officer for State Agency Wayne Goulet		1.10. State Agency Telephone Number 603-271-4846	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Andrea J. Vient, CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 8/13/24	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.6. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits; workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A
SPECIAL PROVISIONS**

1. GRANT DOCUMENTS

This Grant consists of the following documents ("Grant Documents"), which are all incorporated herein by reference as if fully set forth herein:

- a. State of New Hampshire Terms and Conditions, General Provisions Form G-1
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms
- e. EXHIBIT D Drug-Free Workplace
- f. EXHIBIT E Lobbying
- g. EXHIBIT F Debarment
- h. EXHIBIT G Americans with Disabilities Act Compliance
- i. EXHIBIT H Environmental Tobacco Smoke
- j. EXHIBIT I Nondiscrimination in Federally Assisted Programs
- k. EXHIBIT J FFATA Compliance
- l. EXHIBIT K Approved BMGI Application
- m. EXHIBIT L Prime Grant Agreement (FAIN: CPFFN0143)

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Exhibit L, the Prime Grant Agreement; (2) General Provisions as modified by EXHIBIT A "Special Provisions; (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Payment Terms."

2. PURPOSE OF FUNDS

2.1 Grantee, HUB66 INC will use the grant funds for deploying broadband infrastructure to unserved locations in the town of Gilford as identified in their application.

3. FEDERAL AWARD IDENTIFICATION

This Award is a federal subaward. Grantee is a federal subrecipient of the State of New Hampshire's Coronavirus Capital Project's Fund, as identified below:

- 3.1 Grantee's name (as registered in SAM.gov): HUB66 INC
- 3.2 Grantee's Unique Entity Identifier (UEI): ZJDANNTUSN15
- 3.3 United States Department of the Treasury ("Treasury") Federal Award Identification Number (FAIN): CPFFN0143
- 3.4 Federal award date: February 3, 2022
- 3.5 Subaward period of performance: 08/30/2024 to 03/31/2026
- 3.6 Subaward budget period: 08/30/2024 to 03/31/2026
- 3.7 Amount of federal funds obligated by this Agreement: \$617,848.00
- 3.8 Total amount of federal funds obligated to the Grantee by the State (including by this agreement) \$2,864,032.00
- 3.9 Total amount of Coronavirus Capital Project Fund funds committed to the Grantee by the State \$2,864,032.00
- 3.10 Program Description: The purpose of the Coronavirus Capital Projects Fund (CCPF) is to provide financial assistance to states, territories, and tribal governments to carry out critical capital projects that directly enable work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the coronavirus disease.
- 3.11 The federal awarding agency for the prime award is the United States Department of the Treasury. The pass-through entity making this subaward is the State of New Hampshire Department of Business and Economic Affairs, 100 North Main Street, Suite 100, Concord, NH, 03301.
- 3.12 Federal award Assistance Listing Number (ALN) and title: 21.029 Coronavirus Capital Projects Fund

- 3.13 This Award will not be used for Research and Development (R&D).
3.14 This award does not have an indirect cost rate because it is exempt from 2 CFR 200 subpart E: Cost Principles.

4. ALLOWABLE USES

Grantee shall use funds solely for allowable purposes as set forth in paragraph 1 and as defined in the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source.

5. SUBAWARDS, CONTRACTS, AND OTHER AGREEMENTS

- 5.1 To the extent that Grantee is making any contracts, subawards, or other agreements using funds provided under this Agreement, Grantee shall develop and use a template for subawards, contract, or other agreements as applicable that will be subject to review and approval by the State before use to ensure that the subawards, contracts, or other agreements contain adequate provisions that the funds can only be used for allowable ARPA costs and require compliance with 2 CFR 200 and other applicable requirements.
- 5.1.1 In the event that Grantee enters into any subawards, contracts, or other agreements using funds from this award, Grantee shall ensure that such subawards, contracts, or other agreements contain provisions that grant the State oversight rights that are at least equivalent to the oversight rights reserved to the State under this grant agreement.
- 5.1.2 Grantee shall explicitly incorporate, or cause to be incorporated, in each subaward, contract, or other agreement the relevant provisions of this Agreement pertaining to site access, oversight, reporting, and compliance or provisions that mirror the intent and purpose of such clauses to ensure that the State retains the same level of oversight over the use of grant funds in the subaward, contract, or other agreement as it does under this Agreement.
- 5.2 Grantee agrees to obtain prior approval from the State for any new subaward, contract, or other agreement made with grant funds.
- 5.3 Existing subawards, contracts, or other agreements do not require prior approval from the State. Copies of existing subawards, contracts, or other agreements shall be submitted to the State upon request.

6. GUIDANCE

- 6.1 All Capital Projects Fund guidance issued by the United States Department of the Treasury is incorporated herein and made part of this agreement as if set forth in full. This includes, but is not limited to, Treasury's *Guidance for the Coronavirus Capital Projects Fund, Coronavirus Capital Projects Fund Compliance and Reporting Guidance, Coronavirus Capital Projects Fund Frequently Asked Questions April 22, 2022, and SLFRF and CPF Supplementary Broadband Guidance May 17, 2023*. All guidance is available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>.
- 6.2 The U.S. Department of Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Capital Projects Fund funds at its website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>. Any such guidance shall be considered incorporated herein and made part of this agreement as if set forth in full without further notice.
- 6.3 The terms and conditions of the prime grant agreement, as set forth in the State of New Hampshire's ("State") Notice of Award (FAIN: CPFFN0143) are incorporated herein and made part of this Agreement as if set forth in full. (See Exhibit L)
- 6.4 This agreement is subject to the requirements set forth by the State in RSA 12-O:61-63, and the New Hampshire Code of Administrative Rules Bea 400, and are incorporated herein and made part of this agreement as if set forth in full.

7. ADMINISTRATIVE COSTS

Any administrative costs incurred by Grantee shall be paid from the Grantee's funding match and shall not be considered eligible costs under this Award.

8. REPORTING & MONITORING

- 8.1 The Grantee shall comply with periodic project reporting and financial reporting. The cadence of reporting

will be no less than quarterly. The State may request any other project information it deems necessary in compliance with state and federal reporting requirements. The Grantee will comply with any such request in a timely manner.

- 8.2 The Grantee shall comply with any and all subrecipient monitoring processes required by the State. This includes, but is not limited to, completion of desk review questionnaires and other information gathering tools, production of financial and transactional records, internal documents, and any other documentation the State requests, and cooperation with site visits and interviews of Grantee's personnel or the personnel of any subgrantees, contractors, or subcontractors. Subrecipient monitoring will take place monthly, quarterly, or semi-annually based on a risk assessment conducted by the State.
- 8.2.1 The Grantee agrees to promptly take any remedial action required by the State as a result of any errors, omissions, or deficits identified through the reporting and monitoring process.

9. EXTENSION OF AWARD PERIOD OF PERFORMANCE

Grantee shall certify substantial completion of the Project on or before March 31, 2026. Extensions may be granted at the sole discretion of the State.

10. UNIQUE ENTITY IDENTIFIER (UEI) AND ELIGIBILITY REQUIREMENTS.

- 10.1 Pursuant to 2 CFR 25 Grantees must provide a valid Unique Entity Identifier (UEI). EXHIBIT J should be returned completed with the executed Grant Agreement and must be received before project work commences.
- 10.1.1 This requirement shall be passed through to subgrantees, contractors, and subcontractors.
- 10.2 By entering into this agreement, Grantee certifies that it is not suspended, debarred, or otherwise excluded from receiving federal funds. Grantee shall complete the debarment certification included as Exhibit F of this Award.
- 10.2.1 Grantee shall not enter into any subawards without confirming that the subrecipient is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. This requirement applies to all covered transactions identified by 2 CFR 180 by subrecipients of any tier, and any subaward agreement executed by Grantee shall include a term imposing this requirement upon any subrecipients.
- 10.2.2 Grantee shall not enter into any contracts with a value over \$25,000 without confirming that the contractor is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. Grantee shall include in any such contracts a term which extends this requirement to subcontractors.

11. REAL PROPERTY & EQUIPMENT

- 11.1 Federal Interest. Any real property or equipment acquired or improved under this Award is subject to a federal interest in property equal to the product of the percentage of Treasury's contribution to the cost of the purchase or improvement and the fair market value of the property. This interest shall persist until December 31, 2034 ("Federal Interest Period").
- 11.2 Title to real property or equipment acquired or improved under the award ("Project Property") vests in the Grantee, subject to the condition that, for the duration of the Federal Interest Period (December 31, 2034), the Grantee and any successors or transferees:
- 11.2.1 Shall use the Project Property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below;
- 11.2.2 Shall continue to provide internet service to the service areas and at the standard initially agreed upon by the State and Grantee;
- 11.2.3 Shall participate in federal programs that provide low-income consumers with subsidies on broadband internet access services;
- 11.2.4 Shall comply with the requirements of 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance;
- 11.2.5 Shall comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the Grantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
- 11.2.6 Shall maintain records of real property that include an indication of the applicable federal interest;
- 11.2.7 May dispose of Project Property in the ordinary course of business when no longer needed to operate the

- network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Project Property;
- 11.2.8 May otherwise sell or transfer Project Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest; and
- 11.2.9 Shall notify the State and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Grantee or its affiliates.
- 11.3 Pursuant to 2 CFR 200.316 and in recognition that this project is being undertaken for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, the Grantee must hold Project Property in trust for the beneficiaries of the project.
- 11.4 The Grantee may encumber the property if Treasury receives a shared first lien position in the Project Property, such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the of the property that is equal to Treasury's percentage contribution to the project cost.
- 11.5 If the Grantee fails to comply with the provisions of 11.2 through 11.4 above the Grantee shall request disposition instructions for the Project Property pursuant to 2 CFR 200.311(c) or 2 CFR 200.313(e), as applicable.

12. SITE ACCESS

The Grantee agrees to allow the State access to work sites funded through this grant agreement for any purpose, which includes publicity, site verification, and any other purpose as determined by the State.

13. SINGLE AUDIT

Federal single audit requirements shall apply to this grant agreement, as set forth in 2 CFR 200 Subpart F, Audit Requirements.

14. FIXED AMOUNT SUBAWARD STRUCTURE

This Award is considered a fixed amount subaward pursuant to the fixed amount subaward structure detailed in Treasury's SLFRF and CPF Supplementary Broadband Guidance, published on May 17, 2023, which modifies the standard Uniform Guidance requirements for fixed amount subawards. The SLFRF and CPF Supplementary Broadband Guidance is incorporated by reference into this Agreement. These terms are subject to further clarification and modification by Treasury, and any future guidance provided by Treasury is incorporated by reference into this Agreement without additional notice to Grantee. The following exceptions, modifications, and requirements apply to this Award pursuant to the SLFRF and CPF Supplementary Broadband Guidance:

- Treasury pre-approval is not required for this Award.
- The amount of this Award is not capped at the Simplified Acquisition Threshold.
- Any income earned through activities carried out under this award is not considered program income and may be used by Grantee without restriction.
- This Award is not subject to 2 CFR 200, subpart E: Cost Principles.
- This Award is not subject to the Uniform Guidance procurement standards in 2 CFR 200.317 – 200.327.
- This Award may be subject to a cost-sharing or cost-matching requirement.
- The requirements for the acquisition, use, management, and disposition of real property and equipment shall be as detailed in Section 11 of this Exhibit.
- The Grantee must certify that the project has reached substantial completion on or before March 31, 2026. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational.

Other than the exceptions and modifications detailed in the SLFRF and CPF Supplementary Broadband Guidance and any other applicable Treasury guidance, Grantee must comply with 2 CFR 200.

15. CLOSEOUT

Closeout shall be completed by September 30, 2026 in a manner in compliance with federal guidance. The closeout process may include, but shall not be limited to, a final performance report and review process, a final compliance monitoring process, a request by the State for any Award-related documentation not yet provided, and a request for payment by Grantee and payment of the Award Amount by the State. Grantee shall comply with all closeout requirements in a timely manner, and in any case no more than 30 days after a request for a response.

16. INCREASED SEATBELT USE IN THE UNITED STATES

Pursuant to Executive Order 12043, 62 FR 19217 (April 8, 1997), Grantee is encouraged and shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

17 REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13512, 74 FR 51225 (October 1, 2009), Grantee is encouraged and shall encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT B
SCOPE OF SERVICES

1. SCOPE OF WORK

- 1.1 The proposed project submission, as described and approved in EXHIBIT K "APPROVED BMGI APPLICATION," is incorporated by reference as if fully set forth herein.
- 1.2 This project shall serve 122 locations in Gilford, delivering 100 Mbps/100 Mbps service. Gilford has partnered with HUB66 INC. Grantor shall provide a 70% MATCH to the total project cost of \$882,640. The source of the unmatched funds for this project will be provided in a detailed Certified Letter by Grantee.

**EXHIBIT C
PAYMENT TERMS**

1. AWARD AMOUNT

Grantee shall be paid the full Award Amount of \$617,848.00 upon substantial completion of the project.

2. PRICING STRUCTURE

The State may amend the pricing structure and the overall Award amount at its discretion and at the request of the Grantee within the period of performance.

3. PAYMENT REQUEST

Upon substantial completion of the Project, Grantee shall send a payment request to the Office of Broadband Initiatives:

ATTN: Broadband Program Manager
Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301
Email: broadband@livefree.nh.gov

Or to the representative designated by the State.

4. PAYMENT METHOD

- 4.1 A single payment shall be made to Grantee upon substantial completion of the Project. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. No payment shall occur until the State has verified substantial completion of the Project.
- 4.2 The State may request additional documentation, perform site visits, or other methods of verification in order to determine whether the Project is substantially complete. The State may deny payment if it cannot verify substantial completion of the Project.
- 4.3 Payments may be made via CHK or ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

STANDARD EXHIBIT D
Drug-Free Workplace

The Grantee identified in this Project Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected

grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

HUB66 INC

Upon Governor & Executive Council Approval
through September 30, 2026

Grantee Name

Period Covered by this Certification

Andrea J. Vient, CEO

Name and Title of Authorized Grantee Representative

Andrea J. Vient

7-1-24

Grantee Representative Signature

Date

STANDARD EXHIBIT E
Lobbying

The Grantee identified in this Project Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

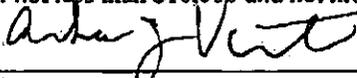
Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections

Grant Agreement Period: **Upon Governor & Executive Council Approval through September 30, 2026**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	CEO
_____ Grantee Representative Signature	_____ Grantee Representative Title
HUB66 INC	7-1-24
_____ Grantee Name	_____ Date

STANDARD EXHIBIT F - Debarment

The Grantee identified in this Project Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

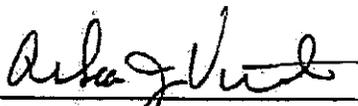
Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to the State, to whom this Grant agreement is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
- (7) The Grantee further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or a contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.

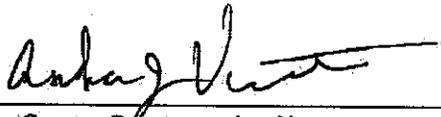
 _____ Grantee Representative Signature	CEO _____ Grantee Representative Title
HUB66 INC _____ Grantee Name	7-1-24 _____ Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Grantee identified this Project Agreement agrees by signature of the Grantee's representative to execute the following certification:

By signing and submitting this Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Grantee Representative Signature

CEO

Grantee's Representative Title

HUB66 INC

Grantee Name

7-1-24

Date

STANDARD EXHIBIT H

**CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



Grantee Representative Signature

CEO

Grantee Representative Title

HUB66 INC

Grantee Name

7-7-24

Date

STANDARD EXHIBIT I
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

HUB66 INC (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482); Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether

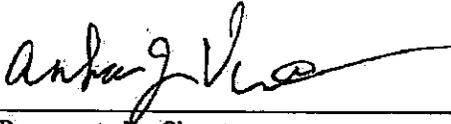
the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts or other federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such date of application for federal assistance which are approved before such date. The Grantee recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).



Grantee Representative Signature

CEO

Grantee Representative Title

HUB66 INC

Grantee Name

7-1-24

Date

**STANDARD EXHIBIT J cont.
CERTIFICATION**

As the Grantee identified in this Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity Identifier (UEI) for your entity is: 25DANNUSNIS

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____

Amount: _____

**EXHIBIT K
APPROVED BMGI APPLICATION**

This page is a placeholder for Exhibit K: Approved BMGI Application. Include all changes that occurred to the submitted application after the challenge process.

EXHIBIT L
PRIME GRANT AGREEMENT (FAIN: CPFFN0143)

This page is a placeholder for Exhibit L: Prime Grant Agreement.

State of New Hampshire

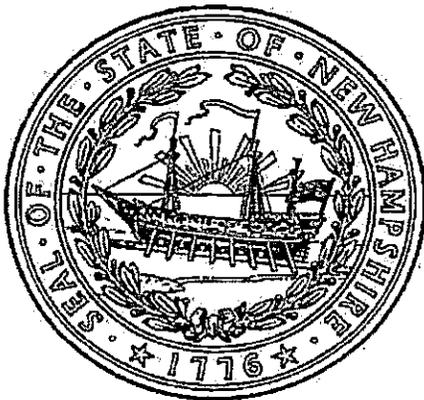
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HUB66 INC is a Delaware Profit Corporation registered to transact business in New Hampshire on February 13, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 836650

Certificate Number: 0006708528



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular embossed area.

David M. Scanlan
Secretary of State

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Michael Mateja, hereby certify that I am duly elected Secretary of
(Name)

Hub66, Inc. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations:

President of the Board of Directors and/or the Chief Executive Officer.

I further certify that the following individuals currently hold the office or positions
authorized:

Andrea Vient is the 2024 President of the Board and the Chief Executive Officer.

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority **shall remain valid**
for thirty (30) days from the date of this certificate.

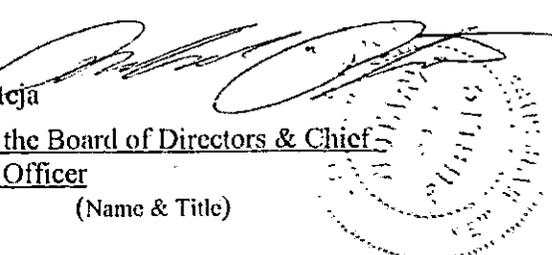
DATED: 07/04/2024

ATTEST:

Michael Mateja

Secretary to the Board of Directors & Chief
Technology Officer

(Name & Title)



State of NH County of Rockingham
The foregoing instrument was acknowledged before me
this 2 day of July, 2024.
by Michael Mateja
Lynne Gagnon Notary Public
My Commission Expires _____

LYNNE GAGNON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 7, 2027



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



June 21, 2024

Andrea Vient
Hub66
100 Powdermill Rd, Ste 197
Acton, MA 01720

Subject: New Hampshire BMGI – Award Notification – Hub66-Gilford

Dear Ms. Vient,

Congratulations! The **Hub66-Gilford** application has been approved for participation in New Hampshire's Broadband Matching Grant Initiative (BMGI), pursuant to approval by the Governor and Executive Council (G&C). After all documents are received and once the award is officially approved by G&C, **Hub66** will be awarded **\$617,848.00** for **122 eligible project locations**, per the payment terms outlined in the G-1 award agreement.

The attachments and required documents include:

- An Excel spreadsheet of the **122 eligible project locations**.
- G-1 award agreement, which includes payment terms and compliance requirements.
- Associated exhibits/documents that require signature and/or acknowledgements. In addition to the G-1 award agreement, the State of New Hampshire requires the following documents:
 1. A current Certificate of Good Standing from the New Hampshire Secretary of State.
 2. A notarized Certificate of Authority for the individual signing the contract.
 3. A Certificate of Insurance naming the State of New Hampshire, Department of Business and Economic Affairs as an additional insured and reflecting the following required coverage:
 - i. Comprehensive General Liability Insurance. The coverage shall have appropriate riders against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability coverage; and
 - iii. State of New Hampshire Workers' Compensation, as defined by the state.
 4. Proof that the recipient is a current vendor for the State of New Hampshire. If the recipient is not already a vendor for the State, the recipient needs to work with the New Hampshire Department of Administrative Services (DAS) to become a vendor for the State.

100 North Main Street, Suite 100
Concord, New Hampshire 03301

603.271.2341

visfnh.gov nheconomy.com choosenh.com

5. A Certified Letter detailing the source of the unmatched funds for the project as referenced in Exhibit B, Scope of Services, Section 1.2 of the G-1 award agreement.
6. Performance bond, if required.

We request that the G-1 award agreement and required exhibits/documents be signed and returned as soon as possible, but no later than **Wednesday, July 3rd 2024 at 3pm EST.**

If you have any questions, please reach out to the Department of Business and Economic Affairs Office of Broadband Initiatives at broadband@livefree.nh.gov.

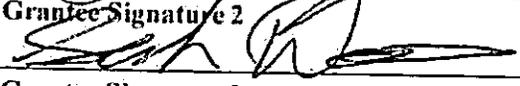
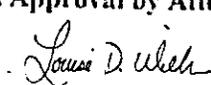
Sincerely,

New Hampshire Department of Business and Economic Affairs (BEA) Office of Broadband Initiatives

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs		1.2. State Agency Address 100 North Main Street, Suite 100 Concord, NH 03301	
1.3. Grantee Name Consolidated Communications Enterprise Services, Inc.		1.4. Grantee Address 2116 South 17 th Street Mattoon, IL 61938	
1.5 Grantee Phone # 603-703-3613	1.6. Account Number 24410000	1.7. Completion Date September 30, 2026	1.8. Grant Limitation \$11,873,815.00
1.9. Grant Officer for State Agency Wayne Goulet		1.10. State Agency Telephone Number 603-271-4846	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Fred Grafton III, CFO	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Sarah Davis, VP Market Dev.	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 8/13/24			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire

4. EFFECTIVE DATE, COMPLETION OF PROJECT

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required, (block 1.6), or upon signature by the State Agency as shown in block 1.4 ("the Effective Date")

4.2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date")

5. GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS, PAYMENT

5.1 The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT C

5.3 In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3, those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7:e

5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b

7. RECORDS AND ACCOUNTS

7.1 Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership, with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed

8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final

9. DATA, RETENTION OF DATA, ACCESS

9.1 As used in this Agreement the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever

9.3 No data shall be subject to copyright in the United States or any other country by any one other than the State

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data

10. CONDITIONAL NATURE OR AGREEMENT Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination

11. EVENT OF DEFAULT, REMEDIES

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default")

11.1.1 Failure to perform the Project satisfactorily or on schedule, or

11.1.2 Failure to submit any report required hereunder, or

11.1.3 Failure to maintain, or permit access to, the records required hereunder, or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination, and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period, from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee, and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default, and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both

12. TERMINATION

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned; to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice

13. CONFLICT OF INTEREST No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof
- 14 **GRANTEE'S RELATION TO THE STATE** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees
- 15 **ASSIGNMENT AND SUBCONTRACTS** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State
- 16 **INDEMNIFICATION** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement
- 17 **INSURANCE**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement not later than ten (10) days prior to the expiration date of each insurance policy.
- 18 **WAIVER OF BREACH** No failure by the State to enforce any provisions hereof after any Event of Default, shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- 19 **NOTICE** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
- 20 **AMENDMENT** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
- 21 **CONSTRUCTION OF AGREEMENT AND TERMS** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
- 22 **THIRD PARTIES** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 23 **ENTIRE AGREEMENT** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
- 24 **SPECIAL PROVISIONS** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A
SPECIAL PROVISIONS**

I. GRANT DOCUMENTS

This Grant consists of the following documents ("Grant Documents"), which are all incorporated herein by reference as if fully set forth herein:

- a. State of New Hampshire Terms and Conditions, General Provisions Form G-1
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms
- e. EXHIBIT D Drug-Free Workplace
- f. EXHIBIT E Lobbying
- g. EXHIBIT F Debarment
- h. EXHIBIT G Americans with Disabilities Act Compliance
- i. EXHIBIT H Environmental Tobacco Smoke
- j. EXHIBIT I Nondiscrimination in Federally Assisted Programs
- k. EXHIBIT J FFATA Compliance
- l. EXHIBIT K Approved BMGI Application
- m. EXHIBIT L Prime Grant Agreement (FAIN: CPFFN0143)

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Exhibit L, the Prime Grant Agreement; (2) General Provisions as modified by EXHIBIT A "Special Provisions; (3) EXHIBIT B "Scope of Services;" (4) EXHIBIT C "Payment Terms."

2. PURPOSE OF FUNDS

2.1 Grantee, Consolidated Communications Enterprise Services, Inc. will use the grant funds for deploying broadband infrastructure to unserved locations in Barnstead, Barrington, Belmont, Epsom, Farmington, Frankestown, Gilmanston, Lancaster, Pittsfield, Strafford, Allenstown, Canterbury, Deerfield, Greenfield, Groveton, Loudon, Lyndeborough, Milton, New Ipswich, Northfield, Suncook, Tilton, and Union as identified in their application.

3. FEDERAL AWARD IDENTIFICATION

This Award is a federal subaward. Grantee is a federal subrecipient of the State of New Hampshire's Coronavirus Capital Project's Fund, as identified below:

- 3.1 Grantee's name (as registered in SAM.gov): Consolidated Communications Enterprise Services, Inc.
- 3.2 Grantee's Unique Entity Identifier (UEI): G5ENUFN1N6E4
- 3.3 United States Department of the Treasury ("Treasury") Federal Award Identification Number (FAIN): CPFFN0143
- 3.4 Federal award date: February 3, 2022
- 3.5 Subaward period of performance: 08/30/2024 to 03/31/2026
- 3.6 Subaward budget period: 08/30/2024 to 03/31/2026
- 3.7 Amount of federal funds obligated by this Agreement: \$11,873,815.00
- 3.8 Total amount of federal funds obligated to the Grantee by the State (including by this agreement) \$51,873,815.00.
- 3.9 Total amount of Coronavirus Capital Project Fund funds committed to the Grantee by the State \$51,873,815.00
- 3.10 Program Description: The purpose of the Coronavirus Capital Projects Fund (CCPF) is to provide financial assistance to states, territories, and tribal governments to carry out critical capital projects that directly enable work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the coronavirus disease.
- 3.11 The federal awarding agency for the prime award is the United States Department of the Treasury. The pass-through entity making this subaward is the State of New Hampshire Department of Business and Economic

Affairs, 100 North Main Street, Suite 100, Concord, NH, 03301.

- 3.12 Federal award Assistance Listing Number (ALN) and title: 21.029 Coronavirus Capital Projects Fund
- 3.13 This Award will not be used for Research and Development (R&D).
- 3.14 This award does not have an indirect cost rate because it is exempt from 2 CFR 200 subpart E: Cost Principles.

4. ALLOWABLE USES

Grantee shall use funds solely for allowable purposes as set forth in paragraph 2.1 and as defined in the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source.

5. SUBAWARDS, CONTRACTS, AND OTHER AGREEMENTS

- 5.1 To the extent that Grantee is making any contracts, subawards, or other agreements using funds provided under this Agreement, Grantee shall develop and use a template for subawards, contracts, or other agreements as applicable that will be subject to review and approval by the State before use to ensure that the subawards, contracts, or other agreements contain adequate provisions that the funds can only be used for allowable ARPA costs and require compliance with 2 CFR 200 and other applicable requirements.
 - 5.1.1 In the event that Grantee enters into any subawards, contracts, or other agreements using funds from this award, Grantee shall ensure that such subawards, contracts, or other agreements contain provisions that grant the State oversight rights that are at least equivalent to the oversight rights reserved to the State under this grant agreement.
 - 5.1.2 Grantee shall explicitly incorporate, or cause to be incorporated, in each subaward, contract, or other agreement the relevant provisions of this Agreement pertaining to site access, oversight, reporting, and compliance or provisions that mirror the intent and purpose of such clauses to ensure that the State retains the same level of oversight over the use of grant funds in the subaward, contract, or other agreement as it does under this Agreement.
- 5.2 Grantee agrees to obtain prior approval from the State for any new subaward, contract, or other agreement made with grant funds.
- 5.3 Existing subawards, contracts, or other agreements do not require prior approval from the State. Copies of existing subawards, contracts, or other agreements shall be submitted to the State upon request.

6. GUIDANCE

- 6.1 All Capital Projects Fund guidance issued by the United States Department of the Treasury is incorporated herein and made part of this agreement as if set forth in full. This includes, but is not limited to, Treasury's *Guidance for the Coronavirus Capital Projects Fund*, *Coronavirus Capital Projects Fund Compliance and Reporting Guidance*, *Coronavirus Capital Projects Fund Frequently Asked Questions April 22, 2022*, and *SLFRF and CPF Supplementary Broadband Guidance May 17, 2023*. All guidance is available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>.
- 6.2 The U.S. Department of Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Capital Projects Fund funds at its website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>. Any such guidance shall be considered incorporated herein and made part of this agreement as if set forth in full without further notice.
- 6.3 The terms and conditions of the prime grant agreement, as set forth in the State of New Hampshire's ("State") Notice of Award (FAIN: CPFFN0143) are incorporated herein and made part of this Agreement as if set forth in full. (See Exhibit I.)
- 6.4 This agreement is subject to the requirements set forth by the State in RSA 12-O:61-63, and the New Hampshire Code of Administrative Rules Bea 400, and are incorporated herein and made part of this agreement as if set forth in full.

7. ADMINISTRATIVE COSTS

Any administrative costs incurred by Grantee shall be paid from the Grantee's funding match and shall not be considered eligible costs under this Award.

8. REPORTING & MONITORING

- 8.1 The Grantee shall comply with periodic project reporting and financial reporting. The cadence of reporting will be no less than quarterly. The State may request any other project information it deems necessary in compliance with state and federal reporting requirements. The Grantee will comply with any such request in a timely manner.
- 8.2 The Grantee shall comply with any and all subrecipient monitoring processes required by the State. This includes, but is not limited to, completion of desk review questionnaires and other information gathering tools, production of financial and transactional records, internal documents, and any other documentation the State requests, and cooperation with site visits and interviews of Grantee's personnel or the personnel of any subgrantees, contractors, or subcontractors. Subrecipient monitoring will take place monthly, quarterly, or semi-annually based on a risk assessment conducted by the State.
- 8.2.1 The Grantee agrees to promptly take any remedial action required by the State as a result of any errors, omissions, or deficits identified through the reporting and monitoring process.

9. EXTENSION OF AWARD PERIOD OF PERFORMANCE

Grantee shall certify substantial completion of the Project on or before March 31, 2026. Extensions may be granted at the sole discretion of the State.

10. UNIQUE ENTITY IDENTIFIER (UEI) AND ELIGIBILITY REQUIREMENTS.

- 10.1 Pursuant to 2 CFR 25 Grantees must provide a valid Unique Entity Identifier (UEI). EXHIBIT J should be returned completed with the executed Grant Agreement and must be received before project work commences.
- 10.1.1 This requirement shall be passed through to subgrantees, contractors, and subcontractors.
- 10.2 By entering into this agreement, Grantee certifies that it is not suspended, debarred, or otherwise excluded from receiving federal funds. Grantee shall complete the debarment certification included as Exhibit F of this Award.
- 10.2.1 Grantee shall not enter into any subawards without confirming that the subrecipient is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. This requirement applies to all covered transactions identified by 2 CFR 180 by subrecipients of any tier, and any subaward agreement executed by Grantee shall include a term imposing this requirement upon any subrecipients.
- 10.2.2 Grantee shall not enter into any contracts with a value over \$25,000 without confirming that the contractor is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. Grantee shall include in any such contracts a term which extends this requirement to subcontractors.

11. REAL PROPERTY & EQUIPMENT

- 11.1 Federal Interest. Any real property or equipment acquired or improved under this Award is subject to a federal interest in property equal to the product of the percentage of Treasury's contribution to the cost of the purchase or improvement and the fair market value of the property. This interest shall persist until December 31, 2034 ("Federal Interest Period").
- 11.2 Title to real property or equipment acquired or improved under the award ("Project Property") vests in the Grantee, subject to the condition that, for the duration of the Federal Interest Period (December 31, 2034), the Grantee and any successors or transferees:
 - 11.2.1 Shall use the Project Property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below;
 - 11.2.2 Shall continue to provide internet service to the service areas and at the standard initially agreed upon by the State and Grantee;
 - 11.2.3 Shall participate in federal programs that provide low-income consumers with subsidies on broadband internet access services;
 - 11.2.4 Shall comply with the requirements of 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance;
 - 11.2.5 Shall comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the Grantee's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;

- 11.2.6 Shall maintain records of real property that include an indication of the applicable federal interest;
- 11.2.7 May dispose of Project Property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Project Property;
- 11.2.8 May otherwise sell or transfer Project Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest; and
- 11.2.9 Shall notify the State and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Grantee or its affiliates.
- 11.3 Pursuant to 2 CFR 200.316 and in recognition that this project is being undertaken for the benefit of the public being served by the broadband infrastructure, for the duration of the Federal Interest Period, the Grantee must hold Project Property in trust for the beneficiaries of the project.
- 11.4 The Grantee may encumber the property if Treasury receives a shared first lien position in the Project Property, such that, if the Project Property were foreclosed upon and liquidated, Treasury would receive the portion of the fair market value of the of the property that is equal to Treasury's percentage contribution to the project cost.
- 11.5 If the Grantee fails to comply with the provisions of 11.2 through 11.4 above the Grantee shall request disposition instructions for the Project Property pursuant to 2 CFR 200.311(c) or 2 CFR 200.313(e), as applicable.

12. SITE ACCESS

The Grantee agrees to allow the State access to work sites funded through this grant agreement for any purpose, which includes publicity, site verification, and any other purpose as determined by the State.

13. SINGLE AUDIT

Federal single audit requirements shall apply to this grant agreement, as set forth in 2 CFR 200 Subpart F, Audit Requirements.

14. FIXED AMOUNT SUBAWARD STRUCTURE

This Award is considered a fixed amount subaward pursuant to the fixed amount subaward structure detailed in Treasury's SLFRF and CPF Supplementary Broadband Guidance, published on May 17, 2023, which modifies the standard Uniform Guidance requirements for fixed amount subawards. The SLFRF and CPF Supplementary Broadband Guidance is incorporated by reference into this Agreement. These terms are subject to further clarification and modification by Treasury, and any future guidance provided by Treasury is incorporated by reference into this Agreement without additional notice to Grantee. The following exceptions, modifications, and requirements apply to this Award pursuant to the SLFRF and CPF Supplementary Broadband Guidance:

- Treasury pre-approval is not required for this Award.
- The amount of this Award is not capped at the Simplified Acquisition Threshold.
- Any income earned through activities carried out under this award is not considered program income and may be used by Grantee without restriction.
- This Award is not subject to 2 CFR 200, subpart E: Cost Principles.
- This Award is not subject to the Uniform Guidance procurement standards in 2 CFR 200.317 – 200.327.
- This Award may be subject to a cost-sharing or cost-matching requirement.
- The requirements for the acquisition, use, management, and disposition of real property and equipment shall be as detailed in Section 11 of this Exhibit.
- The Grantee must certify that the project has reached substantial completion on or before March 31, 2026. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational.

Other than the exceptions and modifications detailed in the SLFRF and CPF Supplementary Broadband Guidance and any other applicable Treasury guidance, Grantee must comply with 2 CFR 200.

15. CLOSEOUT

Closeout shall be completed by September 30, 2026 in a manner in compliance with federal guidance. The closeout process may include, but shall not be limited to, a final performance report and review process, a final compliance monitoring process, a request by the State for any Award-related documentation not yet provided, and a request for payment by Grantee and payment of the Award Amount by the State. Grantee shall comply with all closeout requirements in a timely manner, and in any case no more than 30 days after a request for a response.

16. INCREASED SEATBELT USE IN THE UNITED STATES

Pursuant to Executive Order 12043, 62 FR 19217 (April 8, 1997), Grantee is encouraged and shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

17. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13512, 74 FR 51225 (October 1, 2009), Grantee is encouraged and shall encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT B
SCOPE OF SERVICES**

1. SCOPE OF WORK

- 1.1 The proposed project submission, as described and approved in EXHIBIT K "APPROVED BMGI APPLICATION," is incorporated by reference as if fully set forth herein.
- 1.2 This project shall serve 1,507 locations in Barnstead, Barrington, Belmont, Epsom, Farmington, Frankestown, Gilmanton, Lancaster, Pittsfield and Strafford, delivering 100 Mbps/100 Mbps service. There is also at least one location in that towns of Allenstown, Canterbury, Deerfield, Greenfield, Groveton, Loudon, Lyndeborough, Milton, New Ipswich, Northfield, Suncook, Tilton, and Union. Barnstead, Barrington, Belmont, Epsom, Farmington, Frankestown, Gilmanton, Lancaster, Pittsfield and Strafford have partnered with Consolidated Communications Enterprise Services, Inc. Grantor shall provide a 61% MATCH to the total project cost of \$19,587,810. The source of the unmatched funds for this project will be provided in a detailed Certified Letter by Grantee.

**EXHIBIT C
PAYMENT TERMS**

1. AWARD AMOUNT

Grantee shall be paid the full Award Amount of \$11,873,815.00 upon substantial completion of the project.

2. PRICING STRUCTURE

The State may amend the pricing structure and the overall Award amount at its discretion and at the request of the Grantee within the period of performance.

3. PAYMENT REQUEST

Upon substantial completion of the Project, Grantee shall send a payment request to the Office of Broadband Initiatives:

ATTN: Broadband Program Manager
Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301
Email: broadband@livefree.nh.gov

Or to the representative designated by the State.

4. PAYMENT METHOD

- 4.1 A single payment shall be made to Grantee upon substantial completion of the Project. "Substantial completion" means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. No payment shall occur until the State has verified substantial completion of the Project.
- 4.2 The State may request additional documentation, perform site visits, or other methods of verification in order to determine whether the Project is substantially complete. The State may deny payment if it cannot verify substantial completion of the Project.
- 4.3 Payments may be made via CHK or ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

STANDARD EXHIBIT D
Drug-Free Workplace

The Grantee identified in this Project Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected

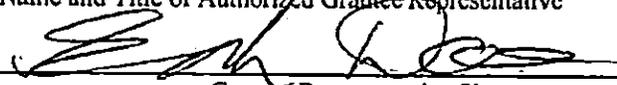
grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Upon Governor & Executive Council Approval	
through September 30, 2026	
Consolidated Communications Enterprise Services, Inc.	Period Covered by this Certification
Grantee Name	Period Covered by this Certification
Sarah Davis VP Market Development	
Name and Title of Authorized Grantee Representative	
	7/19/24
Grantee Representative Signature	Date

STANDARD EXHIBIT E
Lobbying

The Grantee identified in this Project Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

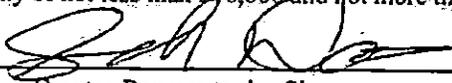
Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Fund for New Hampshire Population Projections

Grant Agreement Period: Upon Governor & Executive Council Approval through September 30, 2026

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Grantee Representative Signature


Grantee Representative Title

Consolidated Communications Enterprise Services, Inc.
Grantee Name

7/19/2024
Date

STANDARD EXHIBIT F - Debarment

The Grantee identified in this Project Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to the State, to whom this Grant agreement is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.
- (7) The Grantee further agrees by submitting this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or a contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.



Grantee Representative Signature

VP President Market Development

Grantee Representative Title

Consolidated Communications Enterprise Services, Inc.

Grantee Name

7/19/24

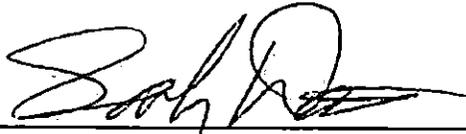
Date

STANDARD AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Grantee identified this Project Agreement agrees by signature of the Grantee's representative to execute the following certification:

By signing and submitting this Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Grantee Representative Signature

VP Market Development

Grantee's Representative Title

Consolidated Communications Enterprise Services, Inc.

Grantee Name

7/19/24

Date

STANDARD EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



Grantee Representative Signature

UP Market Development

Grantee Representative Title

Consolidated Communications Enterprise Services, Inc.

Grantee Name

7/19/24

Date

STANDARD EXHIBIT I
ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Consolidated Communications Enterprise Services, Inc. (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether

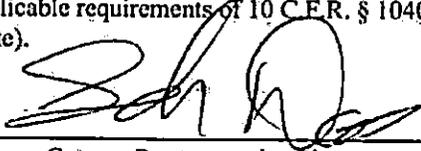
the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts or other federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such date of application for federal assistance which are approved before such date. The Grantee recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).



Grantee Representative Signature

VP Market Development

Grantee Representative Title

Consolidated Communications Enterprise Services, Inc.

Grantee Name

7/19/24

Date

**STANDARD EXHIBIT J cont.
CERTIFICATION**

As the Grantee identified in this Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity Identifier (UEI) for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO

YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____

Amount: __

**EXHIBIT K,
APPROVED BMGI APPLICATION**

This page is a placeholder for Exhibit K: Approved BMGI Application. Include all changes that occurred to the submitted application after the challenge process.

EXHIBIT L
PRIME GRANT AGREEMENT (FAIN: CPFFN0143)

This page is a placeholder for Exhibit L: Prime Grant Agreement.

State of New Hampshire

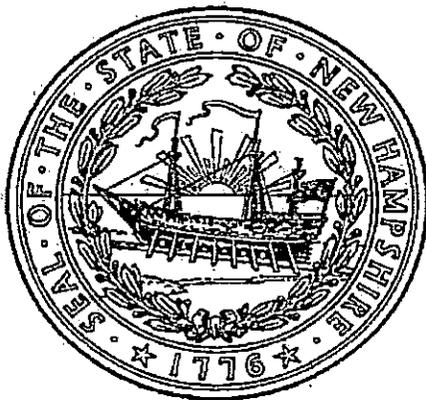
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on February 07, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 605307

Certificate Number: 0006739963



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of July A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

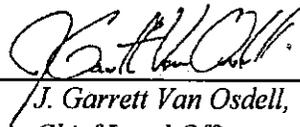
Certificate of Authority

I, **J. Garrett Van Osdell**, hereby certify that I am the Chief Legal Officer and Secretary of Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications, a corporation formed pursuant to the laws of Delaware (the "Company").

I further certify that Fred A. Graffam III, Chief Financial Officer and Treasurer, is authorized to bind the Company in connection with that certain Grant Agreement and agreements and contracts related thereto, and any amendments thereto, with the State of New Hampshire, Department of Business and Economic Affairs. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that he has full authority to bind the Company. This Certificate of Authority shall remain valid for thirty (30) days from the date of my signature per the below.

DATE: July 18, 2024

ATTEST:



*J. Garrett Van Osdell,
Chief Legal Officer and Secretary*

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC.**

The undersigned, being all of the directors of Consolidated Communications Enterprise Services, Inc. (the "Company"), a Delaware corporation, hereby adopt the following resolutions by their unanimous written consent and declare them to be in full force and effect as if they were adopted at a special meeting of the Board of Directors duly called, noticed and held:

AUTHORIZATION OF SIGNATORIES

WHEREAS, the Board of Directors has the discretion to manage, control and make decisions affecting the business and affairs of the Company and to take actions as it deems necessary or appropriate to accomplish the purposes of the Company; and

WHEREAS, it is desirable for the Company to authorize certain representatives of the Company to enter into and execute grant agreements and related contracts on behalf of the Company with the State of New Hampshire including, without limitation, the Department of Business and Economic Affairs of the State of New Hampshire;

NOW THEREFORE BE IT RESOLVED, that the following individual be, and hereby is, authorized to make, enter into, sign and deliver contracts on behalf of the Company with the State of New Hampshire:

Fred A. Graffam III

RESOLVED FURTHER, that the department or agency of the State of New Hampshire to which a copy of these resolutions has been delivered by the Company be, and hereby is, authorized and entitled to rely upon such resolutions for all purposes until it shall have received written notice of the revocation or amendment of these resolutions by the Board of Directors.

FURTHER ACTIONS

RESOLVED FURTHER, that the officers of the Company, acting together or alone, be, and each of them hereby is, authorized and directed in the name and on behalf of the Company (a) to do and perform or cause to be done and performed all such acts and things as such officer or officers shall deem necessary, advisable or appropriate to give effect to the intent and purposes of the foregoing resolutions, and (b) to execute and deliver all such agreements, amendments, certificates, directions, representations, transfers, assurances and other instruments and documents of every character and to do and perform or cause to be done and performed such other and further acts and things as such officer or officers shall deem necessary, advisable or appropriate to give effect to the intent and purposes of the foregoing resolutions;

RESOLVED FURTHER, that any actions previously taken by the directors and officers of the Company in connection with the transactions contemplated as described above are hereby approved, ratified and confirmed; and

RESOLVED FURTHER, that the undersigned hereby waive any and all irregularity of notice in the time and place of meeting and consent to the transaction of all business represented by this Action by Unanimous Written Consent.

IN WITNESS WHEREOF, this Action by Unanimous Written Consent shall be deemed effective as of the 17th day of July 2024.



C. Robert Udell, Jr.



Fred A. Graffam III



J. Garrett Van Osdell



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 800 Market Street, Suite 1800 St. Louis, MO 63101	CONTACT NAME: Marsh U.S. Operations PHONE (A/C No. Ext): 866-966-4664 E-MAIL ADDRESS: St.Louis.CertRequest@Marsh.Com	FAX (A/C No): 212-948-0811
	INSURER(S) AFFORDING COVERAGE	
INSURED Consolidated Communications, Inc. dba Consolidated Communications 2116 South 17th Street Mattoon, IL 61938	INSURER A: Travelers Property Casualty Co. of America INSURER B: The Travelers Indemnity Company of Connecticut INSURER C: The Standard Fire Insurance Company INSURER D: Travelers Casualty And Surety Company INSURER E: INSURER F:	
	NAIC #	
	25674	
	25682	
	19070	
	19038	

COVERAGES **CERTIFICATE NUMBER:** CHI-010722519-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HJ-EXGL-118D1020-TIL-23 SIR: \$250,000	09/30/2023	09/30/2024	EACH OCCURRENCE \$ 1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,750,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HC2ECAP-3P390768-TCT-23	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-7S082419-23-NC-T (AOS)	09/30/2023	09/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D				UB-7S081459-23-NC-R (WI)	09/30/2023	09/30/2024	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of New Hampshire, Department of Business and Economic Affairs are included as additional insured (except workers compensation) where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Business and Economic Affairs 100 North Main Street, Suite 100, Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



June 28, 2024

Jeff McIver
Consolidated Communications
770 Elm Street
Manchester, NH 03101

Subject: New Hampshire BMGI – Award Notification – CCI-Barnstead et al

Dear Mr. McIver,

Congratulations! The **CCI-Barnstead et al** application has been approved for participation in New Hampshire's Broadband Matching Grant Initiative (BMGI), pursuant to approval by the Governor and Executive Council (G&C). After all documents are received and once the award is officially approved by G&C, **Consolidated Communications** will be awarded **\$ 11,873,815.00** for **1,507 eligible project locations**, per the payment terms outlined in the G-1 award agreement.

The attachments and required documents include:

- An Excel spreadsheet of the **1,507 eligible project locations**.
- G-1 award agreement, which includes payment terms and compliance requirements.
- Associated exhibits/documents that require signature and/or acknowledgements. In addition to the G-1 award agreement, the State of New Hampshire requires the following documents:
 1. A current Certificate of Good Standing from the New Hampshire Secretary of State.
 2. A notarized Certificate of Authority for the individual signing the contract.
 3. A Certificate of Insurance naming the State of New Hampshire, Department of Business and Economic Affairs as an additional insured and reflecting the following required coverage:
 - i. Comprehensive General Liability Insurance. The coverage shall have appropriate riders against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability coverage; and
 - iii. State of New Hampshire Workers' Compensation, as defined by the state.
 4. Proof that the recipient is a current vendor for the State of New Hampshire. If the recipient is not already a vendor for the State, the recipient needs to work with the New Hampshire Department of Administrative Services (DAS) to become a vendor for the State.

📍 100 North Main Street, Suite 100

Concord, New Hampshire 03301

☎ 603.271.2341

🖱 visitnh.gov nheconomy.com choosenh.com



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



5. A Certified Letter detailing the source of the unmatched funds for the project as referenced in Exhibit B, Scope of Services, Section 1.2 of the G-1 award agreement.
6. Performance bond, if required.

We request that the G-1 award agreement and required exhibits/documents be signed and returned as soon as possible, but no later than **Wednesday, July 10th 2024 at 3pm EST.**

If you have any questions, please reach out to the Department of Business and Economic Affairs Office of Broadband Initiatives at broadband@livefree.nh.gov.

Sincerely,

New Hampshire Department of Business and Economic Affairs (BEA) Office of Broadband Initiatives

📍 100 North Main Street, Suite 100

Concord, New Hampshire 03301

☎ 603.271.2341

👉 visitch.gov nheconomy.com choosenh.com