STATE OF NORTH CAROLINA
COUNTY OF WAKE

AGREEMENT # 2000066940

Growing Rural Economies with Access to Technology Agreement (Federal)
NCDIT Broadband Infrastructure Office Program

AMENDMENT 1

The **North Carolina Department of Information Technology** ("NCDIT"), an agency of the State of North Carolina ("State") and **Polk County** (the "County") (NCDIT and the County are hereinafter collectively referred to as "Grantors") enter into this Amendment 1 with **Spectrum Southeast, LLC** (the "Grantee"). Together Grantors and Grantee are hereinafter referred to as the "Parties" or each individually as a "Party".

The Growing Rural Economies with Access to Technology ("GREAT") Grant Agreement (Agreement # 2000066940) entered into by and between the Parties effective April 10, 2023, is hereby amended pursuant to the terms and conditions set forth in this Amendment (hereinafter "Amendment 1").

Except as set forth in this Amendment 1, all other terms and conditions of the Grant Agreement shall remain unaltered and in full force and effect. To the extent there is any conflict, discrepancy or ambiguity between the terms and conditions contained in the Grant Agreement and the terms and conditions of this Amendment 1, the terms and conditions contained in this Amendment 1 shall govern and prevail. Any reference to the terms and conditions of the Grant Agreement in any Exhibit or grant documents shall incorporate the amendments made in this Amendment 1 and any other written amendments to the Grant Agreement between the Parties.

Pursuant to this Amendment 1, the Grant Agreement shall be amended as follows:

1. Section 1.8. **Construction Period**, shall be deleted in its entirety and replace with the following paragraph.

   Section 1.8. Construction Period. The Construction Period is the time from the execution of the executed Agreement, May 2, 2023, to the time that service is available to locations identified in Exhibit B "Scope of Services" and shall not extend beyond June 30, 2026, subject to the provisions of Section 2.4 and Section 2.5.

2. **Exhibit C** shall be deleted in its entirety and replaced with Exhibit C attached to this Amendment 1. The Exhibit C attached to this Amendment 1 supersedes all previous documents labeled as Exhibit C for this Grant Agreement.

3. **Exhibit D** shall be deleted in its entirety and replaced with Exhibit D attached to this Amendment 1. The Exhibit D attached to this Amendment 1 supersedes all previous documents labeled as Exhibit D for this Grant Agreement.

In Witness Whereof, the Grantee and DIT shall execute this Amendment 1 by their respective authorized signatories within 15 days of receipt of this Amendment.

Spectrum Southeast, LLC

Signature _____

Printed Name _____

Title _____

Date _____

Polk County

Signature _____

Printed Name _____

Title _____

Date _____

North Carolina Department of Information Technology

Signature _____

Printed Name Annette Taylor

Title Deputy Secretary for the Division of Broadband and Digital Opportunity, NC Department of Information Technology

Date _____

Exhibit C
Project Milestones
Amendment 1

Documentation for deliverables should accompany the relevant progress report and other requested documentation, demonstrating the achievement of the milestones for the following Periods:

Milestone	Description
• Initial status of the engineering and design of the project • Initial list of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q1 Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q2 Progress Report
• Minimum of at least one Reimbursement Request has been submitted	Submission of Reimbursement Request by September 30, 2023
• Evidence of the start of construction • Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q4 Progress Report
• Minimum of two cumulative Reimbursement Requests have been submitted	Submission of Reimbursement Request by June 30, 2024
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment • Access is available to 10% of the locations with submission of addresses in the format designated by the Office	Reported in Q6 Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q7 Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q8 Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q9 Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q10 Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements	Reported in Q11 Progress Report

that must be acquired or executed in order to construct or deploy infrastructure/equipment	
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q12 Progress Report
• Completion of the Construction Period • Access is available to 100% of the locations with submission of addresses in the format designated by the Office. • Beginning of Maintenance Period	Reported in Q13 Final Report for End of Construction Period
• All reimbursement requests have been submitted	Final submission of Reimbursement Request by September 28, 2026
• Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)	Reported in Y1 Annual Report
• Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)	Reported in Y2 Annual Report

Exhibit D
Reporting Schedule for Progress Reports
Amendment 1

The Grantee is required to submit progress reports based on the following schedule:

Reporting Period	Due Date	Report Type
Effective Date to June 30, 2023	7/15/23	Q1 Progress Report
July 1, 2023 to September 30, 2023	10/15/23	Q2 Progress Report
October 1, 2023 to December 31, 2023	1/15/24	Q3 Progress Report
January 1, 2024 to March 31, 2024	4/15/24	Q4 Progress Report
April 1, 2024 to June 30, 2024	7/15/24	Q5 Progress Report
July 1, 2024 to September 30, 2024	10/15/24	Q6 Progress Report
October 1, 2024 to December 31, 2024	1/15/25	Q7 Progress Report
January 1, 2025 to March 31, 2025	4/15/25	Q8 Progress Report
April 1, 2025 to June 30, 2025	7/15/25	Q9 Progress Report
July 1, 2025 to September 30, 2025	10/15/25	Q10 Progress Report
October 1, 2025 to December 31, 2025	1/15/26	Q11 Progress Report
January 1, 2026 to March 31, 2026	4/15/26	Q12 Progress Report
April 1, 2026 to June 30, 2026	7/15/26	Q13 Final Report Form for End of Construction Period
July 1, 2026 to June 30, 2027	7/15/27	Y1 Annual Progress Report (Maintenance Period)
July 1, 2027 to April 10, 2028	4/30/28	Y2 Annual Progress Report (Maintenance Period)

The Grantee shall submit at minimum a quarterly report during the Construction Period, and at minimum an annual report during the Maintenance Period. The schedule above assumes a full construction period. Grantee may move from a quarterly to an annual reporting period prior to the date above, if the construction period of the project is completed early. The final report is due at the time of Project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

The Grantee shall submit its Conflict of Interest Policy to NCDIT prior to disbursement of the first payment. At any time during these reporting cycles, the Grantee may be required to submit additional information as outlined in Section 2.3.a./2.4.a. (Broadband Access and Speeds), and Section 2.3.c./2.4.a. (Project Milestones and Progress Reports) of this Agreement. The final quarterly progress report documentation is due at the time of the end of the Construction Period or no later than 30 days after the Construction Period end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

No Overdue Tax Certification Reporting Period and Due Date

The Grantee shall submit, on an annual basis in accordance with the table below, an updated No Overdue Tax Certification for all funds received by NCDIT. A copy of this certification will be kept along with this Grant Agreement by NCDIT and made available for review pursuant to Section 5.5 of this Grant Agreement.

Reporting Period	Due Date
January 1, 2023 to December 31, 2023	1/31/24
January 1, 2024 to December 31, 2024	1/31/25
January 1, 2025 to December 31, 2025	1/31/26
January 1, 2026 to December 31, 2026	1/31/27
January 1, 2027 to December 31, 2027	1/31/28

Failure to submit progress reports and No Overdue Tax Certification as required may result in one more of the following actions:

1. non-payment of payment requests;
2. termination of the grant;
3. immediate repayment of any funds paid pursuant to this Grant Agreement; and
4. negatively impact Grantee's eligibility for future NC Department of Information Technology grants.