

MASTER NETWORK CONSTRUCTION AGREEMENT

This Master Agreement (“**Agreement**”) is made as of July 27, 2021 (the “**Effective Date**”), between **the KENTON COUNTY FISCAL COURT**, a political subdivision of the Commonwealth of Kentucky, and its successors and assigns, with an address of 1840 Simon Kenton Way, Covington, Kentucky 41011 (“**County**”), and **CINCINNATI BELL TELEPHONE LLC**, an Ohio limited liability company, on behalf of itself, its affiliated companies, and any of its successors and assigns, with an address of 221 E. Fourth Street, Cincinnati, Ohio 45202 (“**Cincinnati Bell**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, the Kenton County Fiscal Court has determined that the provision of High-Speed Broadband Services, as defined below, to residents and businesses is a critical public utility need that directly impacts the vitality and quality of life within the county; and

WHEREAS, the COVID-19 pandemic has manifested the importance of High-Speed Broadband Services for employment, education, consumerism, telemedicine and other resident needs to successfully function and compete in today’s society; and

WHEREAS, local governments across the country have recognized that the provision and delivery of High-Speed Broadband Services will require the intervention and partnership of local governments with private telecommunication providers to achieve delivery of high speed broadband service and ensure that no portion of the community is underserved or left behind; and

WHEREAS, the Kenton County Fiscal Court, pursuant to the home rule statute (KRS 67.083) has the authority to execute government functions, issue bonds, appropriate funds, and cooperate with other units of government and private agencies for the provision of public services; and

WHEREAS, County participated in a Request for Qualifications released by Boone County on September 22, 2020, entitled, “#BCFY21-0020 PARTNERSHIP FOR REGIONAL BROADBAND EXPANSION OF SERVICES FOR KENTON, CAMPBELL AND KENTON COUNTIES, KENTUCKY” (“**RFQ**”); and

WHEREAS, Cincinnati Bell submitted to County a non-binding proposal in response to the RFQ on October 13, 2020, demonstrating Cincinnati Bell’s ability to expand fiber and wireless networks within the County; and

WHEREAS, County released a Request for Proposal for a Broadband Project on May 26, 2021 (“**RFP**”), and Cincinnati Bell submitted a non-binding proposal in response to the RFP on June 16, 2021 (“**Proposal**”); and

WHEREAS, County accepted Cincinnati Bell’s Proposal in response to the RFP on June 24, 2021, and identified them as the strategic County partner to move forward with exclusive negotiations; and

WHEREAS, Cincinnati Bell has proposed a plan to extend its backbone fiber optic network to the entirety of the County (“**Service Area**”), to provide High Speed Broadband Services to County residents and businesses (collectively, “**County Members**”); and

WHEREAS, the Parties have negotiated in good faith to develop acceptable terms and wish to enter into a binding Agreement defining the objectives, duties, roles, and responsibilities of each party with respect to extending the backbone fiber network of Cincinnati Bell to provide High Speed Broadband Services to the County Members within the Service Areas.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Network Extension Work.** Cincinnati Bell agrees to undertake the necessary design, construction and installation of equipment and infrastructure to extend its existing backbone fiber optic network to County Members within the Service Area (“**Network Extension Work**”). The proposed backbone fiber network will provide the County Members with High-Speed Broadband Services capable of provisioned speeds of 1 Gigabit per second (Gbps) (“**High-Speed Broadband Services**”), subject to customer preferences. Both parties agree and understand that the backbone fiber network proposed will provide the fiber infrastructure to qualify County Members as either Fiber Qualified or Fiber Passed as defined in **Exhibit D**.

2. **Term.** Unless this Agreement is terminated in accordance with the provisions contained herein, or extended by mutual agreement of the parties, their successors or assigns, the term of this Agreement shall begin on the Effective Date and continue until July 31, 2036, subject to final agreement. All construction and other project work shall be completed and approved by the County by no later than December 1, 2026. Cincinnati Bell shall provide high-speed broadband service throughout the duration of this Agreement, or until at least July 31, 2036.

3. **Project Timeline.** Cincinnati Bell will use all reasonable efforts to substantially complete the Network Extension Work for addressable locations defined as Single Family Units (SFU) within thirty-six (36) months after the Effective Date of this Agreement. Additionally, Cincinnati Bell will use all reasonable efforts to substantially complete the Network Extension Work for addressable locations defined as Multiple Dwelling Units (MDU) within thirty-six (36) months after the Effective Date of this Agreement. Prior to the commencement of Network Extension Work, Cincinnati Bell shall submit a proposed timeline for completion of the Network Extension Work, which shall include milestones based on Door Release Dates (“**Timeline**”). “**Door Release Date**” shall be defined as the date upon which a County Member location becomes Fiber Qualified or Fiber Passed as defined in **Exhibit D**.

4. **Project Performance and Metrics.** Cincinnati Bell will develop engineering plans, infrastructure designs, timelines, performance goals, and other project implementation information (collectively, “**Project Information**”). Cincinnati Bell will provide Project Information to County prior to the Network Extension Work. Once Network Extension Work has commenced, Cincinnati Bell shall provide County with quarterly performance updates and

metrics related to Project Information (“**Metrics**”). Metrics shall be reported in writing and shall include, but are not limited to, data on penetration rates and buildout progress. Cincinnati Bell agrees to meet with County on a quarterly basis to discuss the Metrics and set performance goals for the following quarter. Project costs may only be incurred by County until December 31, 2024. Project must be final with all Network Extension Work complete and all invoices approved and paid no later than December 31, 2026.

5. **Contribution Amount.** In consideration of the Network Extension Work, County agrees to pay Cincinnati Bell the total sum not to exceed \$8,700,000 (the “**SFU Contribution Amount**”), which has a value of \$435 per addressable Single Family Unit County Member location, in periodic installments in accordance with the milestone payment schedule attached hereto as **Exhibit A** (the “**Payment Schedule**”). Additionally, in consideration of the Network Extension Work, County agrees to pay Cincinnati Bell the total sum not to exceed \$2,100,000 (the “**MDU Contribution Amount**”), which has a value of \$300 per addressable Multiple Dwelling Unit County Member locations, in periodic installments in accordance with the milestone payment schedule attached hereto as **Exhibit A** (the “**Payment Schedule**”). Collectively, the sum of the SFU Contribution Amount and the MDU Contribution Amount shall constitute the “**Total Contribution Amount.**” The County’s Total Contribution Amount is an all-inclusive total sum that shall include the entirety of all services provided by Cincinnati Bell under the terms of this Agreement, subject to customary availability and deployment in the market, as well as applicable legal and regulatory requirements. Cincinnati Bell commits to expend a contribution amount for the proposed Network Extension Work, and other network improvements required to complete the Network Extension Work of not less than \$30,000,000, subject to modification based upon the actual number of SFU and MDU Addressable Locations completed. Where the Payment Schedule and/or this Agreement requires completion of a given phase of the Network Extension Work as a condition precedent to payment of a portion of the Total Contribution Amount, such phase shall be deemed complete once all Network Extension Work for such phase has been completed and the associated County Locations and/or County Member Locations are service eligible, defined as either Fiber Qualified and/or Fiber Passed. Payments of the Total Contribution Amount shall be calculated based upon payment milestones achieved during the period set forth in the Payment Schedule covered by the applicable Payment Application (as defined below). Upon the expiration of each such period, Cincinnati Bell shall prepare a written invoice and submit same to County together with any other supporting documentation reasonably requested by County, (collectively, the “**Payment Application**”). Within thirty (30) days after County’s receipt of each Payment Application, County will pay undisputed portions of the Total Contribution Amount then due with immediately available funds by wire transfer to an account specified by Cincinnati Bell. In the event that County disputes any amount set forth on a Payment Application, County shall notify Cincinnati Bell in writing setting forth the amount withheld from such Payment Application and a reasonable description of the rationale for the withholding. Cincinnati Bell shall promptly cure the underlying cause for any such withholding and, upon curing such underlying cause, may include amounts of the Total Contribution Amount with respect thereto with the next Payment Application, unless otherwise agreed upon by the Parties in writing.

6. **Responsibilities of Cincinnati Bell.** Cincinnati Bell represents and warrants that it shall:

- (a) perform the Network Extension Work in a safe and workman-like manner and in accordance with all applicable federal, state, county, and municipal laws, ordinances, orders, rules, and regulations in effect on the date hereof and the applicable provisions of any Pole Attachment Agreements;
- (b) take all reasonable precautions to protect the persons and property of others on or adjacent to Network Extension Work sites from damages, loss, injury, interference, or nuisance resulting from the Network Extension Work and to restore any property areas to a condition materially consistent with the condition immediately prior to the Network Extension Work and/or in compliance with any applicable Franchise Agreement;
- (c) obtain all necessary federal, state, county and municipal permits, licenses, and approvals prior to the commencement of the Network Extension Work;
- (d) meet with County representatives as reasonably requested and coordinate access to worksites within the Service Area prior to commencement of the Network Extension Work;
- (e) pay for all services, labor and materials and other costs and expenses incurred in connection with the Network Extension Work;
- (f) submit for County's review and comment all Project Information within a reasonable time;
- (g) develop performance goals and metrics for completion of Network Extension Work. Cincinnati Bell shall provide to County written reports detailing Network Extension Work progress and accomplishment of performance goals on a quarterly basis;
- (h) cause all of its contractors, subcontractors, representatives and agents performing the Network Extension Work to comply with all requirements of this Section 6, as applicable;
- (i) provide project closeout documentation upon completion of Network Extension Work within the Service Area; and remain committed to its "Fiber First" strategy, whereby Cincinnati Bell will continue to provide residents and businesses within the Northern Kentucky-Cincinnati Region, including existing and future residents and businesses of Kenton County, with access and ability to upgrade to the latest fiber, fiber-equivalent or fiber-superior technologies, as such technologies become commonly and customarily available, commercially reasonable, and compatible with Cincinnati Bell Telephone's existing infrastructure and network upgrade plans;
- (j) Notwithstanding the foregoing, the County acknowledges that certain Single Family Units and Multi-Dwelling Units may not have the backbone fiber constructed due to

restrictions on accessing the units by property owners, excessive fee requirements of property owners, or other non-customary requirements of property owners to access the property units as required to extend the fiber infrastructure to deliver service. Single Family Units and Multiple Dwelling Units are defined in **Exhibit D**. In addition, the parties acknowledge that areas in the County may exist where the installation of backbone fiber and the provision of services hereunder may be practically impossible. Reasons for such practicable impossibility may include, but are not limited to, topography, geography, government regulation and right of entry. In the event that Cincinnati Bell discovers any such areas, it will promptly notify the County. Promptly after discovery of such obstacles, County and Cincinnati Bell will convene and negotiate in good faith to develop feasible alternatives; and

- (k) Cincinnati Bell agrees to reasonably pursue and participate when economically feasible and operationally practicable in federal, state and private grant funding opportunities, at the reasonable request of and in conjunction with County.

7. **Responsibilities of County.** County represents and warrants that it shall:

- (a) provide the Total Contribution Amount described in Section 5 of this Agreement to fund Cincinnati Bell's Network Extension Work;
- (b) assist to expedite the permitting process, where possible, for use of public right of ways and zoning permits for the Network Extension Work and assist Cincinnati Bell in acquiring such permits;
- (c) provide Cincinnati Bell with any County-specific rules and regulations prior to commencement of Network Extension Work for review and comment by Cincinnati Bell;
- (d) provide County-specific geospatial datasets, including parcel and address data to Cincinnati Bell free of charge;
- (e) assist Cincinnati Bell in identifying and communicating with residential property owners, business property owners, and management firms of Condominium Owners' Associations, Homeowners' Associations, and Multi-Dwelling Units, regarding the Network Extension Work;
- (f) notify any property owners served by Owen Electric Company poles that have been placed on private property of the need to utilize the existing pole infrastructure for Network Extension Work; and
- (g) County agrees to reasonably pursue and participate when economically feasible and operationally practicable in federal, state and private grant funding opportunities, at the reasonable request of and in conjunction with Cincinnati Bell.

8. **Business and Residential Customers.** County acknowledges and agrees that Cincinnati Bell currently intends to offer High-Speed Broadband Services to County Members

resulting from the Network Extension Work. At its option, however, Cincinnati Bell may elect to provide additional Services to such County Members, provided that Cincinnati Bell does not expand the scope of the Network Extension Work hereby contemplated without the prior written consent of County and provided further that Cincinnati Bell complies at all times with the terms of this Agreement. Cincinnati Bell agrees to create a “Kenton County Package” for existing and potential Cincinnati Bell customers within the County and to offer such a package consistent with prevailing technology, customary industry practices and market factors. The “Kenton County Package,” its initial terms and conditions are included in this Agreement as **Exhibit C**. Cincinnati Bell will be solely responsible for providing High-Speed Broadband Services to County Members under its own brands. County will have no authority or responsibility for fielding customer inquiries, addressing customer concerns, or otherwise with respect to Cincinnati Bell customers within the County. County will have no responsibility for network upgrade costs or other costs to maintain or enhance the provision of Services to such residential and/or business customers, beyond those defined in this Agreement under Network Extension Work.

9. **Unicity Smart City Funding.** Upon County’s request, Cincinnati Bell will collaborate with County to identify opportunities for public Wi-Fi infrastructure improvements within county (“**Unicity Smart City Opportunities.**”) Upon identification of Unicity Smart City Opportunities, Cincinnati Bell shall provide County with funding in an amount not to exceed \$350,000 for public Wi-Fi infrastructure improvements within the county (“**Unicity Smart City Funding**”). Cincinnati Bell will undertake the necessary design, construction and installation of equipment and infrastructure to extend its backbone fiber optic network to account for the Unicity Smart City Opportunities. Cincinnati Bell will use all reasonable efforts to implement Unicity Smart City Opportunities concurrently with the Network Extension Work.
10. **Ownership.** Cincinnati Bell shall retain sole ownership in Cincinnati Bell’s existing backbone fiber network and any additions to the backbone fiber network as contemplated by the Network Extension Work and this Agreement. The entire fiber network will remain with Cincinnati Bell, and County shall have no interest therein. If Cincinnati Bell undergoes a change in ownership, substantial sale of assets, acquisition, or dissolution, it must provide notice in writing to County.
11. **Confidentiality.** Subject to the Kentucky Open Records Act, County and Cincinnati Bell agree to keep confidential the provisions of this Agreement and any and all valuable or potentially valuable information, whether communicated in oral, written, electronic or other form prior to or after execution of this Agreement, including, but not limited to, customer information and financial, commercial, marketing, sales, technical, or scientific information (including without limitation all patents, copyrights, trademarks, service marks, trade names, trade dress, and applications relating to same, trade secrets, software, code, inventions, know-how, and similar information), and any and all other material, documents, and data related to the business activities of the other party (collectively, “**Confidential Information**”). Notwithstanding the foregoing, the Parties may disclose

Confidential Information to their lawyers, accountants, other professional advisors, and lenders on a confidential basis, and as required by law, regulation or other legal rule or order. County hereby covenants and agrees not to duplicate, use, or disclose, in whole or in part, any Confidential Information provided by Cincinnati Bell without prior written consent from Cincinnati Bell. Notwithstanding, County may disclose Cincinnati Bell data related to the Network Extension Work to private or public entities for the sole purpose of applying for and/or securing funding or grants, provided that Cincinnati Bell consents in writing, which consent shall not be unreasonably withheld or delayed. Cincinnati Bell acknowledges that County is characterized as a Public Agency as defined in KRS 61.870(1). Records in the possession of the County or retained by it are subject to the Kentucky Open Records Act at KRS 61.870 to KRS 61.884. In the event that the County receives an Open Records Act Request which seeks Confidential Information, County hereby covenants and agrees that it will assert the applicable confidential and proprietary exemption as permitted by state statute and defined in KRS 61.878. County further covenants and agrees that it will promptly notify Cincinnati Bell of the request. Cincinnati Bell will then immediately assert and claim its rights to exclude the Confidential Information from disclosure. In the event that the requesting party objects to the assertion of the exemption and proceeds to challenge the same according to KRS 61.880 (1) and (2), County covenants and agrees that it will inform Cincinnati Bell of the challenge. In the event of a challenge, Cincinnati Bell will defend the exemption in any and all administrative and judicial proceedings.

12. **Indemnification.** Cincinnati Bell shall indemnify, defend and hold harmless the County, and its Fiscal Court members, agents, representatives, employees, officers and affiliates (the “**Indemnitees**”) against all claims, demands, causes of action, damages, losses, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising out of or incurred in connection with any personal injury or property damage caused by the gross negligence or willful misconduct of Cincinnati Bell, its contractors, subcontractors, agents or representatives or a failure of Cincinnati Bell to perform any of its obligations under this Agreement. Cincinnati Bell shall not be liable or responsible for the gross negligence of Indemnitees.
13. **Insurance.** Cincinnati Bell shall maintain insurance in accordance with the insurance requirements attached hereto as **Exhibit B.** Prior to performing any Network Extension Work, and at any time upon the request of County, Cincinnati Bell shall provide County with certificates evidencing compliance with all such insurance requirements.
14. **Event of Default; Remedies.** In the event that either party breaches a material provision of this Agreement, which shall constitute an “**Event of Default**” under this Agreement, the non-defaulting party shall give written notice to the defaulting party setting forth the nature of the default (“**Notice of Default**”). The defaulting party will have thirty (30) days following receipt of the Notice of Default to cure such Event of Default. If the defaulting party fails to cure the Event of Default within the cure period (which shall be extended in cases where the default is of the nature that it cannot reasonably be cured within such 30-day period), the non-defaulting party may terminate this Agreement for

cause under this Section by written notice to the other party and may exercise its legal rights and remedies as a result of such Event of Default. During the term of this Agreement, each party, and their successors and assigns, has the right to enforce this Agreement and any provisions in law and or equity by seeking monetary damages, injunction, specific performance, or other legal and equitable relief without prejudice to any other rights or remedies such party may have at law or in equity for breach of this Agreement.

The County may terminate performance of work under the Agreement, in whole or, from time to time, in part, if the County determines that a termination is in the County’s interest. Notice of termination shall be provided in writing pursuant to the notice requirements contained in this Agreement. Cincinnati Bell would retain the right to submit Payment Applications for any work incurred up to the termination date.

15. **Breach of Service.** In addition to any other legal right or remedy available under the Agreement for breach thereof, if Cincinnati Bell ceases to provide High-Speed Broadband Service as defined in Section one (1) of this Agreement to Fiber-Qualified Addressable Locations during the term of the Agreement, Cincinnati Bell will provide compensation equal to a percentage of the Total Contribution Amount. The percentage of the Total Contribution Amount owed to the County by Cincinnati Bell shall be based on the number of years that this Agreement has been in effect, as follows:

Years from Effective Date	Percentage of Total Contribution Amount
Less than 1	Total Contribution Amount
1	Total Contribution Amount
2	Total Contribution Amount
3	Total Contribution Amount
4	11/15
5	10/15
6	9/15
7	8/15
8	7/15
9	6/15
10	5/15
11	4/15
12	3/15
13	2/15
14	1/15

16. **Successors and Assigns; Assignment.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Cincinnati Bell may assign this Agreement upon prior written notice to the County. Successors and assigns of Cincinnati Bell shall be bound by and comply with Section 10 of this Agreement. Successors and Assigns shall be liable for Breach of Service as defined in Section 15.
17. **Use of Either Party's Name; Joint Marketing.** County acknowledges that all goodwill associated with Cincinnati Bell's name and logo are, and shall remain, the sole property of Cincinnati Bell and no rights are conferred upon County to use the same without the prior written consent of Cincinnati Bell, which consent shall not be unreasonably withheld, conditioned or delayed. Cincinnati Bell acknowledges that all goodwill associated with County's name and logo are, and shall remain, the sole property of County and no rights are conferred upon Cincinnati Bell to use the same without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties shall cooperate in joint marketing efforts utilizing the marketing resources and goodwill of each party to promote the High-Speed Broadband Services made available to County Members as a result of the Network Extension Work. Except as otherwise mutually agreed to by the Parties, each party shall bear its own expenses without contribution in connection with such joint marketing efforts.
18. **Authority.** County and Cincinnati Bell represent and warrant to the other that it is not, by law or by agreement with others, prohibited from entering into this Agreement, that each party has obtained any necessary approvals or consents in advance of executing this Agreement, and that the persons executing this Agreement on behalf of each party are authorized to execute and deliver this Agreement on behalf of such party.
19. **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision and the rights and obligations of each party shall be construed and enforced accordingly. The Parties shall negotiate in good faith to amend this Agreement, to the extent necessary, to replace any unenforceable provision so as to give effect to the Parties' intent.
20. **Entire Agreement.** This Agreement and the exhibits and Schedules referred to herein constitute the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter hereof are superseded and replaced by this Agreement. The initial RFP and Proposal are hereby

incorporated by reference.

21. **Execution in Counterparts.** This Agreement may be executed and delivered in any number of counterparts each of which so constituted and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
22. **Notice.** Every notice required or permitted hereunder must be in writing and is deemed to have been duly given if personally delivered or mailed by certified or registered mail, return receipt requested, to the party's address set forth below. Notice is effective upon receipt or refusal as indicated by the return receipt. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

Notice to Cincinnati Bell:

Cincinnati Bell
221 East Fourth Street – 103-1080
Cincinnati, Ohio 45202
Attn: Legal Department

Notice to County:

Kenton County Fiscal Court
1840 Simon Kenton Way
Covington, Kentucky 41011

23. **Interpretation.** All paragraph headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions hereof or thereof.
24. **Survival.** The provisions of Sections 10, 11, 12, 13, and 16 will survive termination of this Agreement.
25. **Governing Law.** This Agreement is governed by and construed under the laws of the Commonwealth of Kentucky, without regard to conflict of laws principles.
26. **Amendment.** This Agreement may only be modified by a written amendment to this Agreement signed by the Parties hereto.
27. **Contract Clauses.** Cincinnati Bell agrees to adhere to the items listed in **Exhibit E**, required contract clauses for federal awards.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

County:

KENTON COUNTY FISCAL COURT

A political subdivision of the Commonwealth of Kentucky

By: _____

Name: _____

Title: _____

Cincinnati Bell:

CINCINNATI BELL TELEPHONE LLC

An Ohio limited liability company

By: _____

Name: _____

Title: _____

Exhibit A

Payment Schedule

Single Family Unit (SFU) Payment Schedule

Both parties have reviewed the addressable location data provided by Cincinnati Bell, and agree that there are approximately 22,000 addressable SFU locations within the County, as defined in **Exhibit D**. As defined previously in Section 5 – Contribution Amount, both parties agree to a total not to exceed contribution amount for addressable SFU locations of \$8,700,000 or \$435 per SFU for 20,000 addressable locations. Under the Fiber First Strategy as defined in Section 6, Cincinnati Bell Telephone will incur 100% the costs required to extend its backbone fiber to all remaining addressable SFU locations not included in the 20,000 noted above at the time of the completion of the Network Extension Work, and any future addressable future SFU locations identified during the term of this Agreement.

Under the proposed SFU Payment Application Schedule provided below, the Period Covered by the Payment Application will begin on the first date of the month immediately following the Effective Date of this Agreement. Thereafter, Cincinnati Bell will submit a quarterly Payment Application to the County upon the expiration of each quarterly period. The basis of the Payment Application shall be the number of addressable SFU locations qualified within the Payment Application period under the Network Extension Work at the defined SFU Contribution Amount per addressable SFU unit of \$435. Within thirty (30) days after County's receipt of each Payment Application, County will pay undisputed portions of the SFU Contribution Amount then due with immediately available funds by wire transfer to an account specified by Cincinnati Bell. In the event that County disputes any amount set forth on a Payment Application, County shall notify Cincinnati Bell in writing setting forth the amount withheld from such Payment Application and a reasonable description of the rationale for the withholding. Cincinnati Bell shall promptly cure the underlying cause for any such withholding and, upon curing such underlying cause, may include amounts of the SFU Contribution Amount with respect thereto with the next Payment Application, unless otherwise agreed upon by the Parties in writing.

Example: In the first Payment Period Cincinnati Bell completes 2,700 addressable SFU locations, the payment application would be calculated as follows:

$$\text{SFU Contribution Amount: } 2,700 \times \$435 = \$1,174,000$$

Below is the proposed SFU Payment Application Schedule for this Agreement;

Payment Application Number	Period Covered by Payment Application
1	0-90 days
2	91-180 days
3	181-270 days

4	271-365 days
5	366-450 days
6	451-540 days
7	541-630 days
8	631-730 days
9	731-810 days
10	811-900 days

Multi Dwelling Unit (MDU) Payment Schedule

Both parties have reviewed the addressable location data provided by Cincinnati Bell, and agree that there are approximately 14,000 addressable MDU locations within the County, as defined in **Exhibit D**. As defined previously in Section 5 – Contribution Amount, both parties agree to a total not to exceed contribution amount for addressable MDU locations of \$2,100,000, or \$300 per MDU for 7,000 addressable locations. Both parties agree that the unique nature of MDU's will most likely prohibit CBT from extending backbone fiber facilities to all 14,000 identified addressable locations. Under the Fiber First Strategy as defined in Section 6, Cincinnati Bell Telephone will extend its backbone fiber facilities to any additional addressable MDU locations that meet all of the necessary requirements as defined in Exhibit D, above the previously defined threshold of 7,000 addressable MDU locations at the agreed upon rate per MDU location with the County of \$300 per unit. Further, Cincinnati Bell Telephone agrees that before it performs any Network Extension Work to extend backbone fiber to any addressable MDU location above the initial target of 7,000 locations, Cincinnati Bell shall provide the County the number of units and the additional requested contribution amount for review and approval prior to beginning any of the associated Network Extension Work identified.

Under the proposed MDU Payment Application Schedule provided below, the Period Covered by the Payment Application will begin on the first date of the month immediately following the Effective Date of this Agreement. Thereafter, Cincinnati Bell will submit a quarterly Payment Application to the County upon the expiration of each quarterly period. The basis of the Payment Application shall be the number of addressable MDU locations qualified within the Payment Application period under the Network Extension Work at the defined MDU Contribution Amount per addressable MDU unit of \$300. Within thirty (30) days after County's receipt of each Payment Application, County will pay undisputed portions of the MDU Contribution Amount then due with immediately available funds by wire transfer to an account specified by Cincinnati Bell. In the event that County disputes any amount set forth on a Payment Application, County shall notify Cincinnati Bell in writing setting forth the amount withheld from such Payment Application and a reasonable description of the rationale for the withholding. Cincinnati Bell shall promptly cure the underlying cause for any such withholding and, upon curing such underlying cause, may include amounts of the MDU Contribution Amount with respect thereto with the next Payment Application, unless otherwise agreed upon by the Parties in writing.

Example: In the first Payment Period Cincinnati Bell completes 1,500 addressable MDU locations, the payment application would be calculated as follows:

MDU Contribution Amount: $1,500 \times \$300 = \$450,000$

Below is the proposed MDU Payment Application Schedule for this Agreement;

Payment Application Number	Period Covered by Payment Application
1	0-90 days
2	91-180 days
3	181-270 days
4	271-365 days
5	366-450 days
6	451-540 days
7	541-630 days
8	631-730 days
9	731-810 days
10	811-900 days
11	901-990 days
12	991-1095 days
13	1096-1170 days
14	1171-1260 days

Exhibit B

Insurance Requirements

1. Except as otherwise stated below, Cincinnati Bell shall maintain the following insurance for the duration of this Agreement and at all times when performing Network Extension Work and until such time as no portion of the system shall exist at any County Location:

(a) Commercial General Liability insurance, reasonably equivalent to the latest filed and approved ISO CG 00 01 coverage form, with commercially reasonable endorsements, in an amount not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence, two million dollars (\$2,000,000) products/completed operations aggregate and two million dollars (\$2,000,000) general aggregate. Products/completed operations shall be maintained for the applicable statute of limitations.

(b) Worker's Compensation insurance in accordance with applicable state law where the Network Extension Work is performed.

(c) Employers Liability insurance in an amount of not less than \$1,000,000 each accident, \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease.

(d) Business Automobile insurance with combined single limit of not less than \$1,000,000 each accident.

(e) Umbrella/Excess Liability insurance following the form of the Commercial General Liability, Business Automobile Liability and Employers Liability insurance policies in an amount of not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate.

2. All insurance policies required hereunder shall be written by companies with an A. M. Best Financial rating or its equivalent of "A" or better that are qualified to conduct business in the state(s) where the Network Extension Work is performed. All policies must primary with respect to the Indemnitees and contain a waiver any rights of subrogation in favor of the Indemnitees. The Commercial General Liability, Business Automobile and Umbrella/Excess liability policies shall include the Indemnitees as additional insureds. Cincinnati Bell and County acknowledge that Cincinnati Bell may retain, self-insure or maintain deductibles in an amount of not more than \$2,500,000 per occurrence.

Exhibit C

Kenton County Package

As provided in Section 8 of this Agreement, Cincinnati Bell will offer County Members an affinity package which shall run concurrent with the Term of this Agreement. The Kenton County affinity package shall consist of a free one speed tier upgrade for Fiopitics high speed internet service, up to with 1 Gbps of service (“**Kenton County Package**”), for any commercially available residential service offered by Cincinnati Bell when the service order is initiated by the County Member. The free speed tier upgrade would be subject to all of the applicable terms and conditions of the package ordered by the County Member. County Members will become eligible for the Kenton County Package following the Door Release Date for County Member locations. Existing County Members with Cincinnati Bell high speed internet service at the time of the Effective Date of the Agreement would be eligible for the Kenton County Package upon expiration of any existing promotional package to which they may be subject.

The Kenton County Package is limited to residential customers only.

County and Cincinnati Bell shall review the Kenton County Package on a three-year basis to provide County Members with services consistent with similar packages offered in comparable markets.

Exhibit D

As used in this Agreement, an “**Addressable Location**” is defined as a location within the county in which there is an existing Delivery Point Validation (DPV) verified address, a non-DPV verified address location in which Cincinnati Bell service has existed in the past, or a location in which there is a potential for the requirement to deliver High-Speed Broadband under the Fiber First Strategy.

As used in this Agreement, a “**Single Family Unit**” (SFU) is defined as a location within the county, either residential or business or combination of the two, containing less than five units within an addressable location and does not typically require a Right of Entry (ROE) agreement with the property owner. A SFU addressable location is fed off of the backbone fiber with either an aerial fiber service drop or direct buried fiber service drop to addressable residential and business locations.

As used in this Agreement, a “**Multi Dwelling Unit**” (MDU) is defined as a location within the county, either residential or business or combination of the two, containing five or more units within an addressable location and requires a Right of Entry (ROE) agreement with the property owner, or any addressable business location that has a direct buried or underground service feed at the time of the Network Extension Work. A MDU addressable location is fed off of the backbone fiber with either an aerial fiber cable, direct buried fiber cable, or underground fiber cable placed in conduit, to the addressable location. Additionally, addressable MDU locations typically require Cincinnati Bell to install additional inside wiring facilities to each MDU location.

As used within the Agreement, “**Fiber Qualified**” shall mean backbone fiber has been installed within the road right-of-way and/or the private property equivalent at or adjacent to the County Member location, as applicable, such that the County Member location is capable of receiving High-Speed Broadband Services with the provisioning of a so-called aerial fiber service drop or direct buried fiber service drop to an addressable residential or business location by Cincinnati Bell, but without further Network Extension Work or other construction related activities. As defined above, SFU addressable locations are typically “**Fiber Qualified**” once the necessary Network Extension work has been completed. For addressable MDU locations, the installation of the inside wiring fiber drop is not installed until a high speed internet service order is initiated by the customer.

As used within the Agreement, “**Fiber Passed**” shall mean backbone fiber has been installed within the road right-of-way and/or the private property equivalent at or adjacent to the County Member location, as applicable, such that the County Member location is capable of receiving High-Speed Broadband Services with additional Network Extension Work. The additional Network Extension Work for a “**Fiber Passed**” location is not considered to be backbone fiber extension, and is subject to all customary special construction charges, ROE Agreements, and any other conditions that need to be provided by the end user customer outside of this

Agreement.

Examples of scenarios that may cause an “Addressable Location” to be qualified as “Fiber Passed” at the completion of the backbone fiber construction.

- Any addressable location, residential, or business, or a combination of the two containing five or more units within a single structure.
- Any addressable MDU location, residential or business, requiring a Right of Entry Agreement (ROE) with the property owner.
- Any addressable business location that has a direct buried or underground service feed at the time of the Network Extension Work.

Exhibit E

1. For purposes of this Exhibit, when the term “non-Federal entity” is used, it is referencing the Kenton County Fiscal Court, and when “contractor” is used, it is referencing Cincinnati Bell Telephone LLC.
2. **Legal/Contractual/Administrative Remedies for Breach of Contract**
 - a. Contracts more than the Federal simplified acquisition threshold currently set at **\$250,000** must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate.
 - b. This item is fulfilled by:
 - i. Section 15 of this Agreement provides for a return of contribution if Cincinnati Bell ceases to provide high-speed broadband access. This is in addition to other legal right or remedy available under the Agreement for breach thereof.
 - ii. Any other legal rights or remedies generally available for breach of contract are reserved by the parties.
 - iii. Other items as applicable in the request for proposals or this Agreement with the contractor.
3. **Termination for cause or convenience**
 - a. Contracts in excess of **\$10,000** must address termination for cause and for convenience by the non-Federal entity (County) including the manner by which it will be enacted and the basis for settlement.
 - b. This item is fulfilled by:
 - i. Sections 12, 14, 15, 19, and 24 which address indemnification, defaults, remedies, termination for cause and/or convenience, severability, breach of service, and survival in the Agreement.
 - ii. Other items as applicable in the request for proposals or the Agreement.
4. **Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding**
 - a. This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
 - b. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- c. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- d. Section 6 *Responsibilities of Cincinnati Bell* items c and k address federal funding in the Kenton Cincinnati Bell Master Agreement. Section 7 *Responsibilities of County* item f addresses federal funding.

5. **Equal Employment Opportunity – 41 C.F.R. § 60-1.4(b) requires**

- a. During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin, provided that for protected classes other than race and sex, “affirmative action” shall consist of compliance with Sections 5ii through 5vii and 5ix below. Such action shall include, but not be limited to the following:
 - 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible
 - iv. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do

not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- v. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - vi. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the related rules, regulations, and relevant orders of the Secretary of Labor.
 - vii. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - viii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own

employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7. **Compliance with the Contract Work Hours and Safety Standards Act 29 C.F.R. § 5.5(b)(1)-(4)**

a. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section [29 C.F.R. § 5.5] the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (b)(1) [29 C.F.R. § 5.5] of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) [29 C.F.R. § 5.5] of this section.

c. **Withholding for unpaid wages and liquidated damages.** Kenton County Fiscal Court shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) [29 C.F.R. § 5.5] of this section.

d. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section [29 C.F.R. § 5.5] and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section [29 C.F.R. § 5.5].

e. **Further Compliance with the Contract Work Hours and Safety Standards Act:**

1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

2. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

8. **Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to Kenton County and understands and agrees that Kenton County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

b. **Federal Water Pollution Control Act**

- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq
- ii. The contractor agrees to report each violation to Kenton County and understands and agrees that Kenton County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. **Suspension and Debarment.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Kenton County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Kenton County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Procurement of Recovered Materials

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements;
 - iii. or at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.
- b. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
 - i. Certification for Contracts, Grants, Loans, and Cooperative Agreements
 - ii. The undersigned certifies, to the best of his or her knowledge and belief, that: 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 an 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, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- iii. 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iv. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- v. 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.C. 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.

Signature- Anti-Lobbying Certification: The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date