

FIRST AMENDMENT TO GRANT AGREEMENT

This First Amendment to Grant Agreement (this “Amendment”) is entered into as of the date last set forth below (the “Effective Date”), by and between the Northern Shenandoah Valley Regional Commission (“NSVRC”) and APB Partners Valley, LLC (“APB”). NSVRC and APB are each a “Party” and are, collectively, the “Parties.”

WHEREAS, NSVRC and APB executed that certain Grant Agreement, dated as of July 15, 2022 (the “Grant Agreement”);

WHEREAS, pursuant to the terms of the Grant Agreement, APB is in the process of designing and constructing the VATI Project;

WHEREAS, the VATI Project has been awarded the VATI Award to support APB’s design and construction efforts;

WHEREAS, the Participating Counties have committed to provide the County VATI Match to support APB’s design and construction efforts with respect to the VATI Project; and

WHEREAS, the Parties desire to amend the Grant Agreement to reflect the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment but not otherwise defined herein are given the same meanings set forth in the Grant Agreement.

2. **Amendments to the Grant Agreement.**

a. The Parties acknowledge and agree that the VATI Project has been rescope as described in that certain Request to Rescope dated September 27, 2024, and submitted by NSVRC to DHCD (the “Rescoping Request”), which Rescoping Request has been approved by DHCD and decreases the number of serviceable units from 41,690 to 32,238. The term “VATI Project” is hereby amended and defined as follows: the project set forth in the VATI Application, as modified by the Rescoping Request.

b. The Parties acknowledge and agree that the VATI Award amount and the aggregate amount of the County VATI Match will be unaffected by this Amendment or the rescoping of the VATI Project as described herein.

c. The Parties acknowledge and agree that the Contract Period Performance Date (as defined in the DHCD Agreement) has been extended from July 22, 2025 to June 30, 2026.

d. The Grant Agreement is hereby amended to incorporate the specific performance requirements attached hereto as Exhibit A, which outline non-performance and protocols for non-performance.

e. The Grant Agreement is hereby amended by replacing Exhibit D to the Grant Agreement with Exhibit B attached hereto.

f. The Grant Agreement is hereby amended to updated APB's address to 1051 E. Cary Street, Suite 1200, Richmond, Virginia 23219.

3. **Date of Effectiveness; Limited Effect.** This Amendment is contingent upon, and will become effective upon the later of (i) the Effective Date, or (ii) the date that NSVRC enters into an Amendment to Agreement with DHCD amending the DHCD Agreement in form and substance reasonably satisfactory to both of the Parties. Except as expressly provided in this Amendment, all of the terms and provisions of the Grant Agreement are and will remain in full force and effect. On and after the Effective Date, each reference in the Grant Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Grant Agreement in any other agreements, documents or instruments executed by one or more of the Parties, will mean and be a reference to the Grant Agreement as amended by this Amendment.

4. **Miscellaneous.**

a. This Amendment is governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of laws provisions of such Commonwealth.

b. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

c. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically (including by DocuSign or similar electronic signature software) or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

e. The Grant Agreement, as modified by this Amendment, constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

f. Notwithstanding the foregoing, the Parties acknowledge and agree that this Amendment shall have no effect on that certain letter agreement, by and between NSVRC and APB, dated as of September 26, 2024, regarding the rescoping of the VATI Project described herein. Such letter agreement shall remain in full force and effect following the execution of this Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Grant Agreement.

Northern Shenandoah Valley Regional Commission

By: Brandon P. Davis

Name: Brandon Davis

Title: Executive Director

Date: 1/21/25

APB Partners Valley, LLC

By: _____

Name: James G. Carr

Title: Chief Executive Officer

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Grant Agreement.

Northern Shenandoah Valley Regional Commission

By: _____

Name: Brandon Davis

Title: Executive Director

Date: _____

APB Partners Valley, LLC

By:  _____

Name: James G. Carr

Title: Chief Executive Officer

Date: 1/21/25 _____

EXHIBIT A

Performance Milestone	Protocol for Missing Performance Milestone
- Service activation has occurred in at least 2 of the 8 counties that comprise the VATI Project by June 30, 2025	- No further remittance requests will be approved with respect to any county in which service activation has not occurred until service activation occurs in that county
- Service activation has occurred in at least 4 of the 8 counties that comprise the VATI Project by October 31, 2025	- No further remittance requests will be approved with respect to any county in which service activation has not occurred until service activation occurs in that county
- Service activation has occurred in at least 7 of the 8 counties that comprise the VATI Project and service will be available to 20% of all VATI Project locations by December 31, 2025	- No further remittance requests will be approved with respect to any county in which service activation has not occurred until service activation occurs in that county
- Service activation has occurred in all 8 of the counties that comprise the VATI Project by January 31, 2026	- No further remittance requests will be approved with respect to any county in which service activation has not occurred until service activation occurs in that county
- Service will be available to 33% of all VATI Project locations by March 31, 2026	- No further remittance requests will be approved with respect to any county in which service activation has not occurred until service activation occurs in that county
- Service is available to all VATI Project locations by June 30, 2026	- Each VATI Project location that is not served by June 30, 2026 will have the standard installation fee for APB service reduced to \$149

EXHIBIT B

County	Cost/Activity Category	Cost Unit	VATI Unit Cost*	County Unit Cost*
Augusta	<i>Network Preconstruction</i>	<i>Per mile released from Low Level Design</i>	\$ 9,327.98	\$ 3,146.99
	<i>Network Construction</i>	<i>Per Mile Constructed</i>	\$ 38,895.70	\$ 20,021.31
	<i>Serviceable Units</i>	<i>Per Serviceable Unit</i>	\$ 295.00	\$ 256.79
Clarke	<i>Network Preconstruction</i>	<i>Per mile released from Low Level Design</i>	\$ 9,334.47	\$ 4,521.44
	<i>Network Construction</i>	<i>Per Mile Constructed</i>	\$ 38,895.70	\$ 30,620.69
	<i>Serviceable Units</i>	<i>Per Serviceable Unit</i>	\$ 295.00	\$ 270.01
Fauquier	<i>Network Preconstruction</i>	<i>Per mile released from Low Level Design</i>	\$ 8,851.36	\$ 4,512.54
	<i>Network Construction</i>	<i>Per Mile Constructed</i>	\$ 38,895.70	\$ 20,526.38
	<i>Serviceable Units</i>	<i>Per Serviceable Unit</i>	\$ 295.00	\$ 229.90
Frederick	<i>Network Preconstruction</i>	<i>Per mile released from Low Level Design</i>	\$ 6,934.33	\$ 3,725.13
	<i>Network Construction</i>	<i>Per Mile Constructed</i>	\$ 38,895.70	\$ 31,446.22
	<i>Serviceable Units</i>	<i>Per Serviceable Unit</i>	\$ 295.00	\$ 225.14
Page	<i>Network Preconstruction</i>	<i>Per mile released from Low Level Design</i>	\$ 8,209.35	\$ 4,441.58
	<i>Network Construction</i>	<i>Per Mile Constructed</i>	\$ 38,895.70	\$ 30,624.99
	<i>Serviceable Units</i>	<i>Per Serviceable Unit</i>	\$ 295.00	\$ 266.46
Rappahannock	<i>Network Preconstruction</i>	<i>Per mile released from Low Level Design</i>	\$ 7,723.65	\$ 5,206.32
	<i>Network Construction</i>	<i>Per Mile Constructed</i>	\$ 38,895.70	\$ 31,387.58
	<i>Serviceable Units</i>	<i>Per Serviceable Unit</i>	\$ 295.00	\$ 327.83
Rockingham	<i>Network Preconstruction</i>	<i>Per mile released from Low Level Design</i>	\$ 8,508.91	\$ 3,404.16
	<i>Network Construction</i>	<i>Per Mile Constructed</i>	\$ 38,895.70	\$ 21,100.82
	<i>Serviceable Units</i>	<i>Per Serviceable Unit</i>	\$ 295.00	\$ 214.98
Warren	<i>Network Preconstruction</i>	<i>Per mile released from Low Level Design</i>	\$ 6,786.47	\$ 6,011.41
	<i>Network Construction</i>	<i>Per Mile Constructed</i>	\$ 38,895.70	\$ 51,791.63
	<i>Serviceable Units</i>	<i>Per Serviceable Unit</i>	\$ 295.00	\$ 301.07

* To the extent that remittance requests submitted by APB do not result in VATI payments to APB in the amount of \$96,393,500.00 (the "VATI Award") and committed matching funds from the counties to be served by the project of \$62,450,000.00 (the "Aggregate County Match"), APB will be entitled to final reimbursement payments at project closeout in the amount necessary to ensure that APB has received the full amount of the VATI Award and the Aggregate County Match, subject to all applicable established procedures for submittal, review, approval, and payment of invoices.