

FIBER CONNECT, LLC.

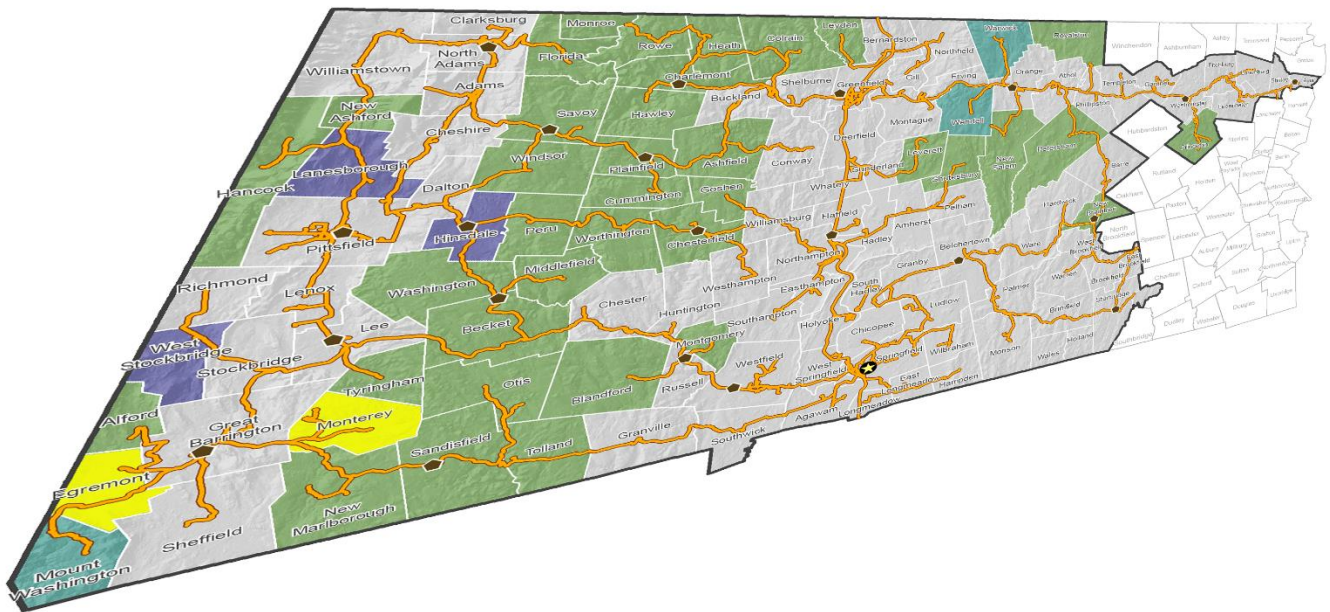
Data @ the Speed of Light

MONTEREY -- EGREMONT

RFP No. 2017-MBI-02

Response to RFP

January 11th 2017



Fiber Connect, LLC.

PO Box 764

Monterey, MA 01245

<http://www.bfcma.com>

Adam Chait (CEO)

Last Mile Grant Proposal

A. Executive Summary. Respondents should provide a summary of their organization, their qualifications and their proposed technical and operational approach for providing last mile broadband connectivity for each Town that Respondent proposes to serve. This summary should be a maximum of three (3) pages in length. Respondents that do not meet all of the eligibility criteria listed in Section 2.2 should explain the alternative measures that the Respondent proposes to address the MBI's interests and concerns that underlie these eligibility standards.

FIBER CONNECT RESPONSE:

Fiber Connect (FC) and founder/CEO Adam Chait¹ believe in the ideal that Internet Service Providers should be local. Founded in 2014, Fiber Connect has been leading the way by providing Fiber to the Premise (FTTP) services for Berkshire County residents, municipalities, and businesses. A homegrown company providing Internet Services to a small rural population is breaking the mold of large corporate providers. Fiber Connect aims to serve as the example of what last mile innovation can look like.

In 2016 FC has ushered in a two town pilot program with Monterey and Egremont. With a homegrown local approach the company is dedicated to the communities in which it serves. FC is in the unique position of being a true Berkshire County Internet service provider with its sole focus being its Berkshire County customer base. FC is proud of its commitment to not only The Berkshires but the Commonwealth of Massachusetts as well. The majority of FC business will be done with Massachusetts based firms. Keeping business in Massachusetts and Berkshire County is a Fiber Connect priority. It is a FC core value to be a factor in the growth of the economy both in Berkshire County and the Commonwealth as a whole. A strong last mile connecting service provider with Berkshire County roots will further bolster any economic goals for the communities, counties, and commonwealth for which it serves.

Additionally, with roots in the communities of Monterey and Egremont FC's customer service approach will focus on speed and efficiency. Customers will not be burdened with industry complaints such as long call wait times, lack of knowledge on behalf of customer service representatives, or lack of response to service issues. FC customer service representatives will be trained and knowledgeable, community based, with a focus on efficiency. FC technicians will be familiar with the network they serve, because they will have played a role in building it from the ground, to the pole, to the home. This is a unique opportunity for Berkshire County citizens to be involved in a hometown company, which employs workers with community roots, and contracts primarily with Massachusetts firms to ensure not only quality service but sustainable growth in the Commonwealth.

Another sustainable aspect of the Fiber Connect approach and commitment is its financial backing of venture capitalist Felda Hardymon². Mr. Hardymon has a proven track record of seeing seed companies grow into industry leaders. By providing sufficient capital Mr. Hardymon has overseen major telecommunications projects all over the globe.

The future of Fiber Connect is moving at the speed of light. Secured Municipal cooperative partnerships, a sustainable financial foundation, and a local grassroots approach have Fiber Connect poised to be an industry leader that is community based and corporately responsible. Fiber Connect is interested in designing, building, owning, operating, managing and maintaining a communications network for residents, businesses, government offices and community institutions with broadband internet access

¹ See Exhibit A

² See Exhibit B

that exceed current Federal communications benchmarks in Monterey and Egremont, MA. A planned multi-phase build out will provide broadband internet access to at least 96% of town residences.

B. Company History. Provide an overview of Respondent's history, organizational structure and current operations.

FIBER CONNECT RESPONSE:

Incorporated in January 2014, Fiber Connect was founded with the intention to design, build, own, operate, manage and maintain last mile infrastructure for Berkshire County, Massachusetts through the utilization of private equity investments.

Fiber Connect is a LLC with investment partner(s). Adam Chait is the managing partner and CEO. Mr. Chait founded Fiber Connect in 2014. Leading Fiber Connect, he has overseen tremendous growth. Fiber Connect was the first to expand the physical fiber plant outside of the MBI by connecting several Berkshire business and residential properties.

Mr. Chait spent 3 years in security technologies growing Berkshires based A1-Security. Additionally, during his 6 years at Entertainment Design Workshop Mr. Chait was CTO and responsible for the successful design and implementation of bleeding edge network and computer systems which were utilized on several sets in Hollywood. Working for Connecticut Computer Services (CCS) Mr. Chait and the CCS team designed and serviced enterprise networks for CCS clients such as James River Corp., Loctite and many of the nursing and banking institutions in Connecticut.

Felda Hardyman with more than 30 years in Venture Capital, is the primary financial investor/partner. Mr. Hardyman has worked with leading telecommunications firms to secure their place in the industry. Providing underlying financial support to companies such as American Superconductor, Cascade Communications, Sirocco, and African telecommunications provider Celtel (acquired by MTC, now called Zain.)

Fiber Connect is leading the way and was one of the first companies to physically expand the middle mile network by facilitating "lateral" builds directly off of the Commonwealth's existing infrastructure. Mostly, focused in Berkshire County FC has built lateral networks throughout several areas in the MBI123 footprint including Southfield, Great Barrington, New Marlborough, Alford, Washington, Becket, and Haydenville. FC has also built many miles of private conduit paths and fiber placements within those conduits for private property facilitation.

Currently, Fiber Connect is actively building last mile solutions in Monterey and Egremont with private equity. These pilot programs are expected to rapidly expand in the coming months as well as launch additional pilot programs to gauge interest and further establish our robust network.

C. Technical Proposal.

- 1. Provide a high level technical description of the proposed Network, including:***
- i. Technology to be deployed (e.g. GPON, Active Ethernet, Hybrid Fiber-Coaxial Cable);***
 - ii. Maximum bandwidth capacity; and RFP for Last Mile Grants RFP No. 2017-MBI-02 5***
 - iii. Design considerations related to long-term sustainability and network reliability, redundancy, security and future expansion.***
-

FIBER CONNECT RESPONSE:

Fiber Connect is currently building a 100% Fiber to the Premise network based on industry standard Gigabit Passive Optical Network (GPON) technologies delivered directly to the customer. All fiber deployment is "fiber rich" for future growth and needs. FC will plan for future growth by adding fiber slack coils strategically throughout the network. Fiber capacity is designed to accommodate Active Ethernet for customers who demand a dedicated network pathway. Based on a GPON design the core fiber distribution infrastructure will have approximately 75% over capacity for special needs and growth. Adequate fiber strands are also designed in for alternative uses such as dark fiber leases, dark services such as direct Point To Point demands i.e. interconnection of municipal buildings.

With the currently available technologies Fiber Connect's infrastructure will support GPON at 2.5g down and 1g up per Optical Line Terminal (OLT) port. The system is designed with connectorization and splicing to accommodate 10gPON technologies currently at 10g down and 2.5g up. The technologies can co-exist on the same physical fibers and 10gPON can be deployed at any time as needs arise. In an Active Ethernet configuration the current technologies will allow for up to 10g symmetrical service capacity per fiber strand. Fiber Splices and connectorization will be specified to accommodate up to 1625nm. All connectorization will be SC/APC or LC/APC.

As a provider who is privately funding a large portion of the build, it is in the company's best interest to build a network, which is of the highest quality, lowest maintenance, reliable, stable, and as redundant as possible. By the nature of Last Mile and the geographic makeup of many towns in the Berkshires there is a limit as to the redundant paths that can be built into the physical network topology. It is the role of Fiber Connect to recognize that limitation and find resilient solutions in building innovative, redundant loops and circuits. Stock of a backup unit for all components on the infrastructure such as OLT, ONT, Splice enclosures and splitters, etc... In the event of failure or damage we will typically quickly replace the troubled equipment and assess the fault on the bench offline to minimize down time. All equipment configurations are maintained current and rapidly transferable via central configuration management to any piece of replacement hardware to accommodate as minimal down time as possible.

Physical infrastructure damage will be automatically routed around whenever possible. Work-around and permanent repair of damage will be addressed with extreme expedience.

C. Technical Proposal.

2. Describe Respondent's approach to upgrading the proposed Network(s) over time to account for future consumer demand and service developments over the next fifteen years.

FIBER CONNECT RESPONSE:

Fiber Connect will not only have the ability to incrementally upgrade the electronics to 10gPON as customer demands exceed GPON standards, but will be able to do so in tandem with existing GPON systems. Additionally with the 75% available fiber capacity FC has the capabilities to bring an 10gPON online in parallel. Based on correct next generation and speculated next generation technologies the network designs will certainly accommodate those needs.

All OLT equipment is currently capable of up to 20g uplink (2 10g XFP ports with LAG capability for failover redundancy) per 8 GPON ports. This available capacity will more than adequately support the 1,000 premise average in most Berkshire towns.

C. Technical Proposal.

3. MBI is willing to consider options to allow the selected Respondent to leverage MassBroadband 123 infrastructure and assets for the purpose of reducing public sector costs, accelerating buildout of the Network or supporting cost effective operation of the Network. These options could include, but are not limited to, dark fiber leases and alienation of MassBroadband 123 network spurs, where appropriate and in furtherance of the MBI's public mission. The Respondent may describe its plans, if any, to utilize the MassBroadband 123 network.

FIBER CONNECT RESPONSE:

Fiber Connect would be requesting that the fiber spurs in Egremont, MA be released to Fiber Connect for utilization of the attachment for addition distribution overlying potential. FC would service existing MBI123 spurs that are released to the company and would honor any existing utilized fiber strand pathways that service Mt Washington, MA.

Additionally, FC would be requesting that the fiber spurs in Monterey, MA be released to the company for utilization of the attachment for addition distribution overlying potential. FC would service existing MBI123 spurs that are released to the company and would honor any existing utilized fiber strand pathways that service New Marlborough and points East.

FC fully understands that the above would require a strict top level SLA agreement in addition to and outside the parameters of this grant application.

The releasing of these spurs to Fiber Connect for the benefit of a last mile initiative will not only greatly expedite the time to light large segments of the customer base but will reduce the overall build costs, in turn reducing any potential financial liability to the municipality and ultimately the taxpayer.

D. Proposed Coverage. The Respondent should describe the proposed coverage to be achieved in each Town included in the Grant Application. The Grant Application should include the following information. Respondents are encouraged to provide additional information and/or data useful to MBI's evaluation of the coverage area within each Town that the Respondent's proposed Network will serve.

1. Provide a map delineating the proposed coverage area in each Town that would be achieved upon completion of the Network(s). The Respondent may utilize the Town Profile maps posted on the MBI website (<http://broadband.masstech.org/sites/mbi/files/documents/building-the-network/mbi-unserved-town-profiles-2016-05-17.pdf>) to overlay the proposed coverage area. The Respondent should achieve coverage that meets or exceeds 96% of the Premises in each Town. "Premises" means standalone residential buildings, commercial properties, governmental buildings, healthcare facilities, K-12 schools, libraries, institutions of higher education, and other community institutions. A multi-dwelling or multi-tenant property should be counted as one Premise.

FIBER CONNECT RESPONSE:

Monterey: See Map Exhibit C.1

Egremont: See Map Exhibit C.2

D. Proposed Coverage. The Respondent should describe the proposed coverage to be achieved in each Town included in the Grant Application. The Grant Application should include the following information. Respondents are encouraged to provide additional information and/or data useful to MBI's evaluation of the coverage area within each Town that the Respondent's proposed Network will serve.

2. Identify the number of premises and percentage of Premises in each Town that will be passed and become serviceable when construction of each Network is completed.

FIBER CONNECT RESPONSE:

Egremont:

- Phase 1: 463 Premises Passed = 50%
- Phase 2: 250 Premises Passed = 27%
- Phase 3: 70 Premises Passed = 8%
- Phase 4: 121 Premises Passed = 13%
- Not Passed: 18 Premises = 2%
- Total Coverage Proposed = 98%

Monterey:

- Phase 1: 308 Premises Passed = 39%
- Phase 2: 262 Premises Passed = 33%
- Phase 3: 140 Premises Passed = 17%
- Phase 4 & 5: 72 Premises Passed = 9%
- Not Passed: 16 Premises = 2%
- Total Coverage Proposed = 98%

As future land is developed Fiber Connect would prefer nothing more than to add additional subscribers and would make every effort to connect those developments.

D. Proposed Coverage. The Respondent should describe the proposed coverage to be achieved in each Town included in the Grant Application. The Grant Application should include the following information. Respondents are encouraged to provide additional information and/or data useful to MBI's evaluation of the coverage area within each Town that the Respondent's proposed Network will serve.

3. Indicate whether the proposed coverage area includes premises located on private roads and ways.

FIBER CONNECT RESPONSE:

Fiber Connect is willing to address premises located on private ways with the following conditions:

1. Fiber Connect will include in this proposal those private ways that are currently accessible via existing accommodations such as utility poles (community or utility owned) or passable conduit paths.
2. Private ways that are not serviceable by means stated in #1 may incur additional costs either to the community, municipality, or requested of the state when detailed engineering walk-out designs have been completed
3. A majority percentage of contractual obligation (take rate) for that community is met

D. Proposed Coverage. The Respondent should describe the proposed coverage to be achieved in each Town included in the Grant Application. The Grant Application should include the following information. Respondents are encouraged to provide additional information and/or data useful to MBI's evaluation of the coverage area within each Town that the Respondent's proposed Network will serve.

4. Indicate any support or cooperation or legal agreements that the Respondent will require from each Town to facilitate the development of the Network(s). Examples include access to right of ways, permitting, property for siting of a hut for electronics.

NOTE: Preliminary data on each Town is provided in Attachment E. If Respondent would like additional preliminary unserved premise location data and/or data on the MassBroadband 123 network, please submit an email to proposals@masstech.org for further details. MBI does not warrant the accuracy or completeness of this data. Respondents are responsible for verifying the accuracy of data used to compile their grant application.

FIBER CONNECT RESPONSE:

Fiber Connect would be requesting support and cooperation from the town(s) in the acquisition of right of way easements and permitting. Additionally, FC would be requesting the town(s) provide property for staging supplies and crew during construction phases. FC will also look to the town(s) to facilitate and assist with further permitting regarding town conservation or communicating with property owners for easements across private ways.

E. Broadband Service Offerings and Prices. Describe all proposed broadband and related or additional services that the Respondent plans to offer to residential customers.

1. Indicate speed tiers and proposed rates to be charged for each tier of residential broadband service.

FIBER CONNECT RESPONSE:

Speed tiers and proposed rates to be charged are as follows:

- 1gbps best use download / 250+mbps best use upload @ \$99 per month
- Digital Telephone (POTS replacement) @ \$19 per month

E. Broadband Service Offerings and Prices. Describe all proposed broadband and related or additional services that the Respondent plans to offer to residential

customers.

2. List any fees, charges and costs that would be paid by the subscriber, including any equipment or installation fees.

FIBER CONNECT RESPONSE:

Initial installation cost for services will be \$999.00. New subscribers will have the option to take advantage of promotions/rebates which can lower the installation charge to as low as \$299.00. FC is willing to provide a \$0 sign up fee for premises if the municipality would agree to a fixed average cost that could be incorporated into the grant funding and/or municipally guaranteed lease-to-own payments.

E. Broadband Service Offerings and Prices. Describe all proposed broadband and related or additional services that the Respondent plans to offer to residential customers.

3. Describe approach to pricing of residential broadband services. Include minimum period of time during which initial rates will be in effect. Indicate any targeted or discounted services for low income and senior citizen customers.

FIBER CONNECT RESPONSE:

FC's sustainability modeling indicates a requirement for an average revenue per user (ARPU) of \$102 per month per subscriber at a 45% take rate for both Egremont and Monterey. FC will always examine ways to be competitive but will not slide the ARPU based on take rates as this is not a typical commercial model.

FC is currently facilitating discussions for citizens of both Monterey and Egremont, and potentially other municipalities, to create a possible subscriber grant fund that would allow low income and fixed income individuals to apply for a subsidy to the published rate. This fund, if established, would be managed and governed by a third party entity not associated with Fiber Connect.

E. Broadband Service Offerings and Prices. Describe all proposed broadband and related or additional services that the Respondent plans to offer to residential customers.

4. If applicable, provide a rate sheet for a territory within the Respondent's existing service area that is relatively close in geographic proximity to each Town that Respondent proposes to serve.

FIBER CONNECT RESPONSE:

Commercially, FC is establishing an offering structure that is even and consistent across all its deployments. Please refer to part 2 of section E of the RFP for previously stated rates.

E. Broadband Service Offerings and Prices. Describe all proposed broadband and related or additional services that the Respondent plans to offer to residential customers.

5. Indicate willingness to offer Triple Play (broadband, telephone, multi-channel video programming) services on a bundled and unbundled basis.

FIBER CONNECT RESPONSE:

Fiber Connect is offering Data and Digital Phone (POTS Replacement) only. Fiber Connect strongly supports and encourages the trending transition to Over The Top (OTT) Content Services. Fiber Connect will work with customers to establish and configure OTT services if so desired.

E. Broadband Service Offerings and Prices. Describe all proposed broadband and related or additional services that the Respondent plans to offer to residential customers.

6. Describe any proposed “value enhancements”, such as offering a free baseline level of service to all residents, public wi-fi hotspots or free or reduced fee service for public users.

FIBER CONNECT RESPONSE:

Fiber Connect will offer free connectivity of 500/250mbps service to any municipal building passed. Additionally Fiber Connect will offer a reduced cost town wide Hosted VoIP phone service if the town would be interested in utilizing such a service.

At key public locations (town hall, town beach, library, park, school house, etc...) Fiber Connect will offer a free/pay hotspot equipment and service for public consumption.

Although a model has not yet been finalized, an unofficial preliminary model would be as follows:

- Free Wifi of 2mbps unlimited time with 60 minute re-registration timers.
 - Free Wifi of 10mbps for 30 minutes per 24 hour period.
 - Paid Wifi on an hourly, daily, or monthly for 1gbps unlimited service.
-

E. Broadband Service Offerings and Prices. Describe all proposed broadband and related or additional services that the Respondent plans to offer to residential customers.

7. Explain Respondent’s approach to working with business and institutional customers to develop customized service offerings.

FIBER CONNECT RESPONSE:

Fiber Connect is eager and flexible to design a cost effective solution to meet the needs of any residential, commercial, or institutional customer needs.

F. Operational Structure and Capacity. Describe planned approach, infrastructure and resources that Respondent will put in place to perform core operational functions, including construction, customer service, subscriber billing, subscriber marketing and acquisition, installing customer premises equipment, and operating and maintaining the Network. Respondent should indicate if existing operational capacity (e.g. staffing,

resources and network monitoring infrastructure, including the Respondent's network operations center) will be sufficient to operate and maintain the new Network(s) that Respondent proposes to build. Respondent should also clearly identify the extent to which existing operational capacity will need to be expanded or augmented to construct, operate and maintain the new Networks.

FIBER CONNECT RESPONSE:

Fiber Connect is currently an operating ISP with support mechanisms and staff in place. Expansion of that infrastructure is planned and will accommodate the needs of our growing network already underway in Monterey and Egremont.

Fiber Connect is also pairing with Holyoke Gas and Electric (HGE) for Network Operation Center monitoring and maintenance. Fiber Connect and HGE will work together closely to offer a customer service focused approach to issue resolution and pro-active stability of the network.

Both Fiber Connect and HG&E are expert in their fields and with a well crafted, symbiotic relationship, together we offer a very reliable and highly responsive customer service experience.

G. Assurance of Long-Term Service.

1. MBI's goal in providing the grant funding is to secure long-term access to broadband internet service for subscribers in the designated Towns on terms and at service levels comparable to those available elsewhere in Massachusetts. Accordingly, as a condition of any grant, MBI will require appropriate commitments and assurances from the Respondent that for a minimum period of fifteen (15) years from the date of final Network completion, Respondent will: (i) maintain each Network in a state of good operation and repair consistent with applicable industry standards; and (ii) continue to make broadband service available to Premises passed by each Network on terms, conditions, and prices comparable to those available for similar service in the region.

FIBER CONNECT RESPONSE:

FC commits to build and operate a resilient network for a minimum period of Ten (10) years from the date of final network completion:

(i) maintain each Network in a state of good operation and repair consistent with applicable industry standards; and (ii) continue to make broadband service available to Premises passed by each Network on terms, conditions, and prices comparable to those available for similar service in the region.

G. Assurance of Long-Term Service.

2. Respondent should explicitly state its willingness to make these commitments. In doing so, a Respondent may identify specific terms or measures it proposes to employ as standards for measuring adherence to these commitments. Useful standards might include: (1) reference to the Respondent's description of its proposed offerings and terms of service in section (e) above; (ii) reference to published terms of service and pricing that Respondent now provides in similar, geographically proximate

communities; and/or (iii) reference to relevant industry standards published by third-party authorities generally relied on within the telecommunications industry.

FIBER CONNECT RESPONSE:

Please find the appropriate terms and commitments Fiber Connect employs as a Network Service provider. See Exhibits;

- Acceptable Use Policy³
- Privacy Policy⁴
- Customer Agreement⁵

H. Project Schedule. Provide a proposed schedule for the development of the Network in each Town that is included in the Grant Application broken out into the phases shown below. MBI's Grant Agreement with each selected Respondent will include a project schedule with defined milestones that the Respondent must satisfy to receive grant disbursements.

FIBER CONNECT RESPONSE:

1. Planning and Design
 - a. Egremont: 75% of the town design has been completed.
 - b. Monterey: 70% of the town design has been completed.
2. Make Ready
 - a. Egremont: ~500 poles already authorized for Make Ready and currently under construction.
 - b. Monterey: ~375 poles already authorized for Make Ready and currently under construction
3. Construction
 - a. Egremont and Monterey: Currently awaiting completion of Make Ready.
4. Network Turn-Up and Provisioning of Service, including the anticipated deployment strategy and scope and timing of the proposed rollout of the Network, including customer acquisition and onboarding of new customers.

³ Exhibit D

⁴ Exhibit E

⁵ Exhibit F

- a. In both Monterey and Egremont mailers have gone out, Facebook marketing in progress. Fiber Connect is already in the process of:
- b. Pre-Installation site visit
- c. Scheduling of in premise and premise to curb fiber and equipment installations
- d. Make Ready completion is currently scheduled for March / April in Monterey and April / May in Egremont. We will be lighting customers as we go and expect under 8 weeks to complete these initial construction phases in Egremont and Monterey.

I. Proposed Grant Amount. Utilize the Grant Proposal Form in Attachment F and list the amount of the available grant funding (see Attachment D) that Respondent is requesting to achieve at least 96% coverage in each Town that Respondent proposes to serve. Additionally, Respondent should identify additional Town(s) that it would be willing to serve at the minimum 96% coverage level if additional funding were made available. In these instances please list the additional amount of funding requested by the Respondent. MBI may in its sole discretion and in consultation with the Towns consider grant requests that exceed the grant allocation amounts listed in Attachment D.

FIBER CONNECT RESPONSE:

See Attachment F

J. Experience and References. Provide brief descriptions of all broadband networks of similar size, scope and characteristics located in the United States that the Respondent has built or significantly expanded within the past five years and that Respondent continues to operate. Provide contact information for municipal or other governmental references for each network.

FIBER CONNECT RESPONSE:

Fiber Connect was created for the sole purpose of providing Berkshire County residents, businesses and municipalities last mile solution services. FC is committed to growth and economic development in the region and throughout the Commonwealth. The project schedule discussed in Section H of this RFP serves as evidence of FC's high level approach and commitment to providing best in class broadband internet services to the citizens of Berkshire County.

FC CEO Adam Chait has spent over 20 years designing, building, and maintaining small to large corporate networks. FC's dedicated staff has years of experience in the telecommunications industry and have been extensively trained in their field. Many of the FC team have experience working on large broadband networks such as the project in Leverette, MA.

K. Financial Resources.

1. Provide three years of Respondent's most recent audited financial statements. If Respondent's most recent financials are over 180-days old, add the most recent interim statements. Should the Respondent not have audited financial statements, Respondent should provide an explanation as to why it does not have such audits and submit three years of the most recent set of audited financial statements of its parent company, together with an explanation of corporate organization that clearly demonstrates the relationship between the Respondent and its parent. Should neither the Respondent, nor its parent, have RFP for Last Mile Grants RFP No. 2017-MBI-02 7 audited financial statements, Respondent should: (1) submit a statement explaining why such audited financial statements do not exist; and (2) provide unaudited financial statements sufficient, in the determination of MBI, to allow MBI to evaluate the Respondent's financial condition, including three years of the Respondent's most recent income statements, balance sheets, and cash-flow statements.

FIBER CONNECT RESPONSE:

Fiber Connect is a new purpose built company so this information is not available. Fiber Connect is however well funded by private venture capital as referenced in the above Section B of the RFP.

Officer's Certificate: See Attachment C

I. Cable Television Licenses. If the Respondent intends to offer subscribers multi-channel video programming service in any Town, State law will require the Respondent to obtain a cable television license agreement with each such Town. MBI has prepared a Draft Cable Television License Agreement (which has been posted to the MBI website (<http://broadband.masstech.org/news-and-resources/procurements/rfp-last-mile-grants-provide-broadband-service-unserved-towns>) and the Mass Tech Collaborative website (<http://www.masstech.org/rfp-last-mile-grants-provide-broadband-service-unserved-towns-western-massachusetts>) to set a baseline framework for cable franchise negotiations between a Town and a Respondent. The Respondent should indicate its willingness accept the general terms of the Draft Agreement or in the alternative indicate any terms that it will seek to negotiate.

FIBER CONNECT RESPONSE:

Fiber Connect will not provide a traditional cable television offerings. Fiber Connect believes in offering its subscribers sufficient broadband connectivity to reliably allow them to utilize their choice of OTT services.

M. Rights of Way Access. A cable television license provides a well understood arrangement for a network operator to obtain from a Town rights of way and other access rights necessary to the construction of a Network within the Town. Provide the Respondent's proposed approach to obtaining these necessary rights of way and other

access rights in a Town(s) if such access will not be obtained via a cable television license(s).

FIBER CONNECT RESPONSE:

Non-Applicable. Fiber Connect is not offering a content package as referenced in Section I

N. Administrative Forms.

- 1. Grant Application Cover Sheet (see Attachment A)***
 - 2. Authorized Respondent's Signature and Acceptance Form***
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FIBER CONNECT RESPONSE:

- (1) See Attachment A
- (2) See Attachment B

EXHIBIT A

Chief Executive Officer

Adam Chait



Founder and Chief Executive Officer at Fiber Connect, LLC.

Adam started Fiber Connect, LLC. in January 2104, as the Massachusetts Broadband Institute (MBI) was finishing the fiber optic middle mile construction in Western Massachusetts. Fiber Connect, LLC. was the first to expand the physical fiber plant outside of the MBI by connecting several Berkshire business and residential properties and offering fiber based data and voice services. It is the mission of Fiber Connect to contribute to economic development in the Berkshires by bringing a variety of affordable fiber-based broadband services to underserved areas.

Adam spent 3 years in security technologies growing the offerings of Berkshire-based A-1 Security in order to offer a technologically superior security system to members of the local community. During his 6 years at Entertainment Design Workshop, Adam was CTO responsible for the successful design and implementation of bleeding-edge network and computer systems utilized on the set of several productions to support the world of Hollywood digital effects and production services.

Adam's introduction to Information Technologies was in 1996 while attending Novell certification training at Connecticut Computer Services (CCS). After just one class at CCS Adam was asked to join the team designing and servicing enterprise networks for CCS clients such as James River Corp, Loctite, most of the large banking institutions throughout CT, state nursing facilities in CT, and additional Connecticut-based businesses of all sizes.

As a film major at the College of Santa Fe in New Mexico, Adam was introduced to the very beginnings of the digital age of production and post-production processes. Having worked on various movie productions, Adam learned the value of hard work and meeting deadlines. His affinity for integrating next-generation technologies into daily, practical use was born and continues to be the focus of his endeavors.

In the early 90's Adam attended and graduated from Berkshire School in Sheffield, MA. A driving message at Berkshire was work ethic, desire to succeed, and a want to service the greater community.

EXHIBIT B

Lead Investor & Chairman of the Board

Felda Hardymon



A Senior Partner at Bessemer Venture Partners and the MBA Class of 1975 Professor of Management Practice at Harvard Business School.

Felda joined Bessemer Venture Partners (<http://www.bvp.com/>) (BVP) as a general partner in 1981. BVP is the oldest venture firms (founded 1911) with offices on Cambridge (MA), Larchmont (NY), Silicon Valley, Bangalore (India) and Herzliya (Israel). BVP invests approximately \$400 million annually worldwide and has over \$4 billion under management.

At BVP Felda has led BVP's investment in a number of young companies in the software, communications and retail sectors, including American Superconductor, Cascade Communications (acquired by Ascend), Celcore Communications Corp (acquired by DSC), Sahara Networks (acquired by Cascade), Parametric Technology Corp, Metapath Software International (acquired by Marconi), Sirocco Networks (acquired by Sycamore), LBMS (acquired by Platinum Technology), Wavesmith (acquired by Ciena), Cotel International (acquired by Airtel), VideoServer (now called Ezenia), and Endeca (acquired by Oracle). His investments in the start-ups of The Sports Authority and Staples were the initial investments for BVP's retail practice.

He served on the Board of Directors of the National Venture Capital Association for a number of years in the 90's where he was Chairman of the Tax Committee. He currently serves on many private company boards as well as advises several Venture Capital and Private Equity firms by sitting on investment committees and LP advisory boards. In 2010 he was the recipient of the NVCA's Lifetime Achievement Award.

Felda joined the HBS faculty in 1998, and with Josh Lerner developed the second-year MBA elective Venture Capital and Private Equity. He teaches in--and has been course head for--the Private Equity and Venture Capital Executive Education program held each fall. Felda, with co-author Josh Lerner, wrote Venture Capital and Private Equity: A Casebook, second edition (John Wiley & Sons, 2002). With Josh Lerner and Ann Leamon, he wrote Venture Capital and Private Equity: A Casebook, Third Edition (John Wiley & Sons, 2005), Venture Capital and Private Equity: A Casebook, Fourth Edition (John Wiley & Sons, 2008) and Venture Capital and Private Equity: A Casebook, Fifth Edition (John Wiley & Sons, 2012). With Ann Leamon, Denis Saulnier and the HBS IT department, he co-authored the VC Game, a massive, multi-player simulation of a venture capital market used to teach portfolio practices in private equity. Also with co-authors Josh Lerner and Ann Leamon, Felda wrote Venture Capital, Private Equity, and the Financing of Entrepreneurship which was the first VCPE textbook published in January 2012 now used in over 100 colleges and business schools. Felda graduated from Rose Polytechnic Institute with a degree in mathematics. He attended Duke University, where he earned a Ph.D. in mathematics and remained at Duke to teach, eventually serving as Duke's Director of Systems and Research. He left Duke, and an academic career, to attend HBS (MBA '79, Baker Scholar), and in 1979 joined Business Development Services, Inc. (BDSI), the venture capital subsidiary of General Electric. At BDSI Felda became a Vice President and was an investor in the start-up of Stratus Computer (the second fault-tolerant computer company, later sold to Ascend), the turnaround of Western Digital (a communications chip company, later to become a disk drive company), and the growth financing of Ungermann-Bass (the first local-area network company, later sold to Newbridge Networks).



EXHIBIT C.1

MONTEREY

LEGEND

State Land	
Bodies of Water	
Phase 1	In Progress Lit Q2 17'
Phase 2	Lit Q4 17'
Phase 3	Lit Q2 18'
Phase 4	Lit Q4 18'
Phase 5	Lit Q4 18'
Premise Not Passed	

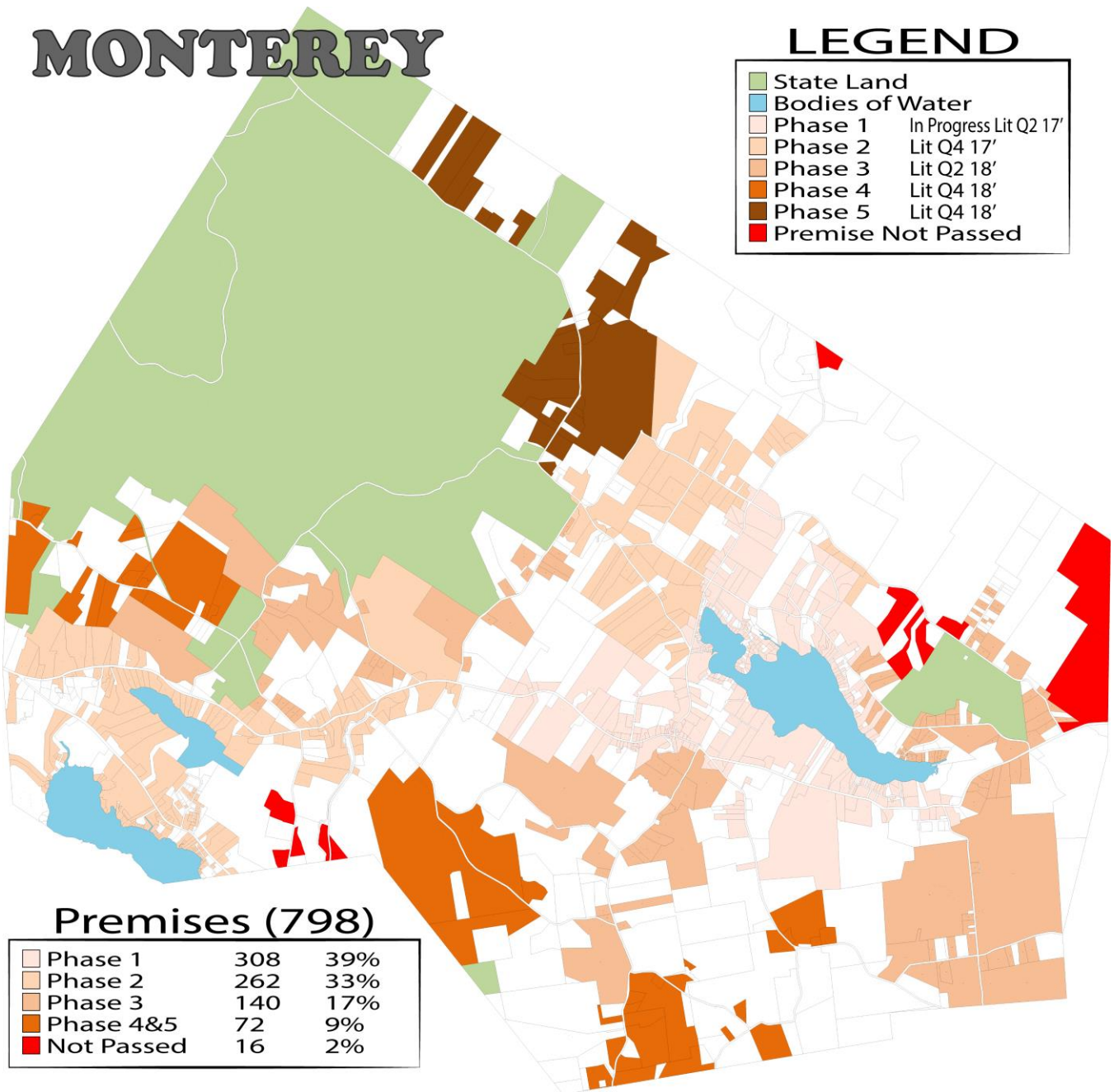
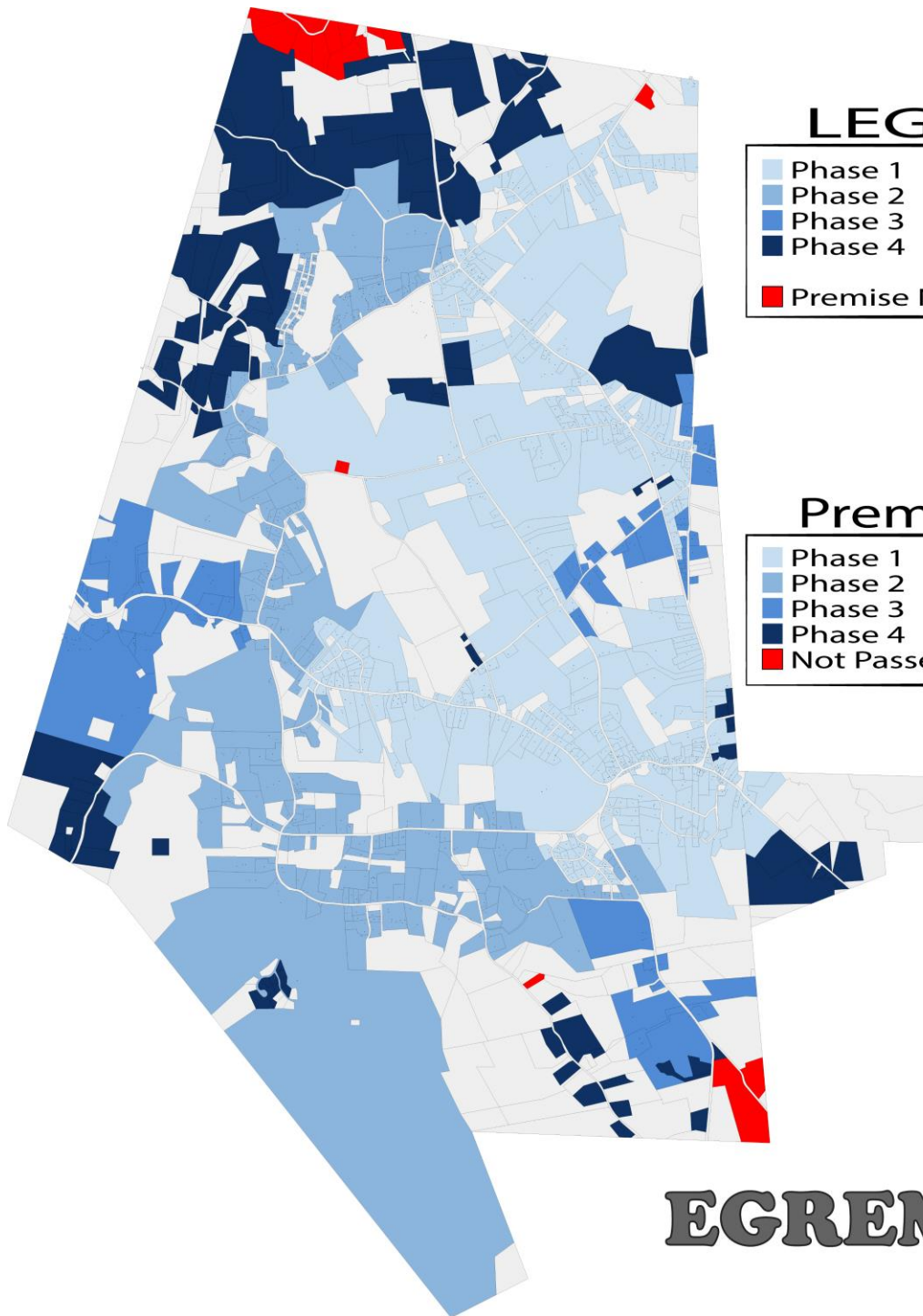


EXHIBIT C.2



LEGEND

Phase 1	In Progress Lit Q2 17'
Phase 2	Lit Q4 17'
Phase 3	Lit Q2 18'
Phase 4	Lit Q4 18'
Red	Premise Not Passed

Premises (922)

Phase 1	463	50%
Phase 2	250	27%
Phase 3	70	8%
Phase 4	121	13%
Not Passed	18	2%

EGREMONT

EXHIBIT D

FIBER CONNECT ACCEPTABLE USE POLICY

Introduction

FIBER CONNECT is at all times committed to complying with the laws and regulations governing use of the Internet and e-mail transmission and preserving for all of their Customers, and the Customers of FIBER CONNECT Service Providers the ability to use FIBER CONNECT's network and the Internet without interference or harassment from other users. The FIBER CONNECT AUP ("AUP") is designed to help achieve these goals.

By using the Fiber Connect networks (collectively, the "Network"), FIBER CONNECT Service Providers agree to comply, and agree to require their Customers to comply, with this Acceptable Use Policy. FIBER CONNECT reserves the right to change or modify the terms of the AUP at any time, effective when posted on FIBER CONNECT's web site at www.bfcma.com. Customer's use of the Network after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

Scope of the AUP

The AUP applies to any use of the Network that provides (or includes) access to the Internet.

Prohibited Activities

General Prohibitions: FIBER CONNECT prohibits use of the Network in any way that is unlawful, harmful to or interferes with use of FIBER CONNECT's systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the FIBER CONNECT-branded website or from a website that contains FIBER CONNECT-branded content is a violation of this AUP.

Unlawful Activities: Network shall not be used in connection with any criminal, civil, administrative, or regulatory violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of FIBER CONNECT or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: Network shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others.

Inappropriate Interaction with Minors: FIBER CONNECT complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children.

Child Pornography: Network shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition shall be reported to FIBER CONNECT. FIBER CONNECT will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail/Usenet Abuse: Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

Spam/E-mail or Usenet abuse is prohibited using Network. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" - to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the FIBER CONNECT network or of the networks with which FIBER CONNECT interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Service Provider or Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the Network or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other network or service provider, including, but not limited to, the facilitation of the means to spam.

Security Violations

Service Providers are responsible for maintaining security of their systems and the machines that connect to and use the Network, and to ensure their Customers' maintain such security, including implementation of necessary patches and operating system updates.

Network may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of FIBER CONNECT's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- using manual or automated means to avoid any use limitations placed on the Network;
- providing guidance, information or assistance with respect to causing damage or security breach to FIBER CONNECT's Network or systems, or to the network of any other network or service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Service Provider Responsibilities

Service Providers shall require their Customers to remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the Network. FIBER CONNECT has no responsibility for any material created on the FIBER CONNECT's network or accessible using Network, including content provided on third-party websites linked to the FIBER CONNECT network. Such third-party website links do not constitute in any way an endorsement by FIBER CONNECT of the content(s) of such sites.

Service Providers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice

Failure by Service Providers and/or their Customer's to observe the guidelines set forth in this AUP may result in FIBER CONNECT taking actions anywhere from a warning to a suspension or termination of Network usage. When feasible, FIBER CONNECT may provide Service Provider and/or Customer with a notice of an AUP violation via e-mail or otherwise allowing them to promptly correct such violation.

FIBER CONNECT reserves the right, however, to act immediately and without notice to suspend or terminate affected Network in response to a court order or government notice that certain conduct must be stopped or when FIBER CONNECT reasonably determines, that the conduct may: (1) expose FIBER CONNECT to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of FIBER CONNECT's network or networks with which FIBER CONNECT are interconnected, (3) interfere with another FIBER CONNECT Service Provider's or Customer's use of Network or the Internet (4) violate any applicable law, rule or

regulation, or (5) otherwise present an imminent risk of harm to FIBER CONNECT or FIBER CONNECT Service Providers and/or Customers.

FIBER CONNECT has no obligation to monitor content of any materials distributed or accessed using the Network. However, FIBER CONNECT may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the FIBER CONNECT Network, Service Providers and Customers.

Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an FIBER CONNECT Customer (or its user) should be directed to _____. Where possible, include details that would assist FIBER CONNECT in investigating and resolving such complaint (e.g. expanded headers, IP address(s), a copy of the offending transmission and any log files).

Copyright complaints: If you believe that your work has been copied and posted, stored or transmitted using the Network in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") directed to the designated agent listed below:

FIBER CONNECT's Designated Copyright Agent for notice of claims of copyright or trademark infringement on the sites can be reached as follows:

Designated Agent:

PO Box 764
Monterey, MA 01245

Phone: 413.429.4109
Fax: N/A
E-mail: info@bfcma.com

EXHIBIT E

FIBER CONNECT PRIVACY POLICY

Effective: [REDACTED]

1. Legal Agreement. Please read this Privacy Policy (“Privacy Policy”) carefully. Your registration at and use of [REDACTED] (“Website”) for services and information (the “Services”) offered by Fiber Connect, LLC (“Fiber Connect”) on the Website, and/or your use of any other Services provided by Fiber Connect, create a binding, legal agreement between Fiber Connect and you (“you” or “your”). This Privacy Policy is a material component of the Agreement and governs Fiber Connect’s collection, use and/or sharing of any information you provide to Fiber Connect in or about your use of the Website and/or the Services. This Privacy Policy further governs Fiber Connect’s collection, use and/or sharing of information you provide Fiber Connect in creating an account on the Website, which may include, without limitation, information such as your name, e-mail address, physical address, phone number, cell phone number (“Personal Information”), credit card information (“Credit Card Information”), social security number, business financial information of any kind or nature, description of business plan or opportunity of any kind or nature, and any other personally identifying information related to you and/or your business. (“Sensitive Information”). If you choose to accept this Privacy Policy, you must do so as written, without modification. If you do not accept this Privacy Policy you will not be allowed to receive the Services. By using the Website, you openly and affirmatively acknowledge and agree you have read and you accept this Privacy Policy. **IF YOU DO NOT AGREE TO THIS PRIVACY POLICY DO NOT USE THE WEBSITE.**

2. Information Collected by Fiber Connect. Fiber Connect, from time to time, may engage trusted, industry-standard third party providers to provide financial account aggregation services. Your Personal Information may be transmitted to such third party providers and securely stored on their servers. Fiber Connect is not responsible for any third party provider’s actions or inactions. You authorize Fiber Connect to provide such third party providers with your Personal Information.

You may use the Website without creating an account. Even without an account, Fiber Connect may collect Personal Information about your use of the Website. This may include information about any Internet protocol address you use to access the Website and/or your activity or patterns of activity using the Website. You authorize Fiber Connect to use cookies, or other small text files stored on your computer, to store data about your visits and you authorize Fiber Connect to access such data.

3. Removal of Your Personal Information. If you provide Fiber Connect written notice of your request to remove your Personal Information, we will endeavor to remove it as quickly as possible. You understand that any such removal is only intended to result in the removal of your Personal Information from Fiber Connect’s own records, but will not result in, nor will your request create an expectation of, any removal of any information about you from the Available Information.

4. Other Information. Fiber Connect may store, and you authorize Fiber Connect to store, your Credit Card and/or Sensitive Information solely for its purposes. Fiber Connect will not share your Credit Card and/or Sensitive Information for any purposes, unless Fiber Connect first obtains your prior written consent to do so.

5. Aggregate Information. Notwithstanding anything in this Privacy Policy to the contrary, Fiber Connect may use any information you provide, when aggregated with others' information, to provide trend analysis of market segments, business growth patterns, or any other trending information. In such event, Fiber Connect will not use any personally-identifying information you have provided in any manner which will divulge you or your business in such trending analysis. Further, Fiber Connect may use your information to provide case studies, provided you cannot and will not be able to be identified in such event.

6. Use and Sharing of Your Personal Information.

a) Fiber Connect may use your Personal Information to create and maintain your account, to personalize your experience, and to send periodic e-mail communications relating to the Service, such as purchase receipts, account confirmations, and customer service correspondence. Fiber Connect may provide your e-mail address to a third party service solely for the purpose of marketing third party services to you, delivering e-mail communications and preventing fraudulent transactions, however, Fiber Connect will first endeavor to obtain your authorizing signature to do so before transmitting your information.

b) You understand and agree Fiber Connect may monitor usage on the Website and the Services and may share your use of the Website and Services with law enforcement agencies and officials in response to inquiries or if Fiber Connect has reason to believe your use of the Website and Services is for an unlawful purpose. Fiber Connect may share your use of the Website and/or Services as required by law, a court order, a subpoena or other court proceedings, or as Fiber Connect determines is necessary or advisable to protect its interests.

c) Fiber Connect may use your Personal Information to improve the Website and the Services. Fiber Connect may share Internet protocol addresses used to access the Website with designated third parties to prevent and prevent and detect fraud. Fiber Connect may use services and technologies provided by other companies to assist Fiber Connect in understanding your use of the Website. Your Personal Information may be available to such third parties to the extent that their technology collects such information for Fiber Connect's use. Fiber Connect reserves the right to transfer your Personal Information to any successor in interest to all or some portion of the Fiber Connect business.

7. Children's Privacy.

a) The Website and the Services are directed to people who are at least 18 years old. Fiber Connect does not knowingly collect Personal Information from anyone under the age of 18. If you are aware that Fiber Connect has collected Personal Information from someone under the age of 18, please alert Fiber Connect at [REDACTED] and the information will be removed from our system as soon as reasonably possible.

b) Fiber Connect does not knowingly aggregate or provide information about people under the age of 18. You are only authorized to use the Website and the Service, or to provide Fiber Connect your information if you are at least 18 years old.

8. **Contacting Fiber Connect.** If you have any questions regarding this Privacy Policy, please contact us according to the manner designated for notices in the Agreement.

9. **Changes to this Privacy Policy.** Fiber Connect may change this Privacy Policy from time to time in its discretion. Privacy Policy changes will be posted on the Website and become effective as of the time of change.

EXHIBIT F

CUSTOMER AGREEMENT

This Customer Agreement ("**Agreement**") is entered into this ____ day of _____, _____, by and between the parties described below.

PARTIES TO THIS AGREEMENT:

Network: Fiber Connect, LLC ("**Network**")

Customer: _____ ("**Customer**")

Customer Information:

Billing Information (if different):

Billing Name:

Property Address: _____

Billing Address:

Telephone: _____

Secondary Telephone: _____

Billing Telephone:

E-mail Address: _____

Billing E-mail Address:

AGREEMENT

The parties, intending to be legally bound, hereby agree as follows:

- ☐ I ("Customer") understand that this Agreement allows the Network's infrastructure to be installed on my property, and is also an Agreement for telecommunications and/or other services.

Customer Initials _____

SERVICE OFFERINGS

- ☐ By signing this Agreement, when Network and its service offerings are available at my property, I agree to purchase the Service Package initialed by me below.

SERVICE DESCRIPTION	QTY	NRC	MRC	TOTAL
Residential Internet Service up to 1000x250 mbps				
Business Internet Service up to 1000x400 mbps				
Digital Telephone Service (Plain Old Telephone Service)				
Managed WiFi Service 802.11 b/g/n/ac with monitoring				
Sign up and Installation				
Promotional Discount				
Setup Paid Upfront				
Setup Financed				
One Time Cost at Signing				
Monthly Cost				

In the event the Network, for whatever reason, never reaches my property, then I shall have no further liability at any time to Fiber Connect, and I shall hold Fiber Connect harmless from any representations that have been made to me regarding the availability of the Network.

Customer Initials _____

PAYMENT OPTIONS

- ☐ I understand this is a contract with Fiber Connect, and by signing this, I agree to pay Fiber Connect, or its lawful designee, a Connection Fee ("**Connection Fee**") in one payment of _____ at time of signing agreement and payments of _____ per month over ____ years (____ months) ("**Term**"). This represents an annual interest rate of ____% for setup fee financing. The outstanding principal of which can be paid off at anytime without any pre-payment penalties.

Customer Initials _____

- ☐ I understand and agree that my use of the Network's services will be fully in compliance with the Network's Privacy, Acceptable Use, and other policies which the Network may adopt from time to time. Such policies may be found at www.bfcma.com/legal. In the event the Network does not reach my property, then I shall have no further liability to Fiber Connect and Fiber Connect shall have no liability to me whatsoever.

Customer Initials _____

- ☐ In order for me to facilitate the provision of services to my property, I will, simultaneous to the signing of this Agreement, enter into a Property Access License with the Network substantially in the form attached hereto as **Appendix A**.

Customer Initials _____

MISCELLANEOUS

- ☐ This Agreement (and the documents to be executed pursuant to this Agreement) constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement. This Agreement shall be governed by the laws of the State of Massachusetts without regard to choice of law principles. For all litigation which may arise with respect to this Agreement, the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum nonconveniens*) of the United States Federal District Court for the District of Massachusetts if in federal court or Massachusetts if in state court. For judgment collection purposes only, the parties further consent to the jurisdiction of any state court located within a district which encompasses assets of a party against which a judgment has been rendered for the enforcement of such judgment or award against the assets of such party.

Customer Initials _____

IN WITNESS WHEREOF, the parties have executed this Contracted Utility Enhancement Agreement as of the date first written above.

CUSTOMER:

[Signature]

[Printed name]

[Signature]

[Printed name]

NETWORK:

Adam Chait (CEO)

[Signature]

[Printed name]

Attachment A
Grant Application Cover Sheet

Respondent Information	
Primary Respondent – Organization Fiber Connect, LLC.	
DUNS Number	Respondent Taxpayer ID# and jurisdiction (e.g., “a Massachusetts corporation”) 46-4293619
Mailing Street Address: PO Box 764	Total Funding Requested 2,025,000
State: MA	City/ Town: Monterey
Website www.bfcma.com	Zip Code: 01245
Brief Summary of Project: FTTP (GPON) Network build and Operation	

Point of Contact Information	
Respondent’s Designated Representative: Authorized to commit organization; notified upon decision of grant award	
Name: Adam Chait	Title: CEO
Organization: <i>If different from Respondent</i>	Phone: 413.854.2109
Email Address: adam@bfcma.com	Fax:
Mailing Street Address: <i>If different from Respondent</i>	City/ Town: <i>If different from Respondent</i>
State: <i>If different from Respondent</i>	State: Zip +4 Code: <i>If different from Respondent</i>
Respondent’s Project Manager: Contact over course of project	
Name: Adam Chait	Title: CEO
Organization: Fiber Connect, LLC.	Phone: 413.854.2109
Email Address: adam@bfcma.com	Fax:
Mailing Street Address: PO Box 764	City/ Town: Monterey
State: MA	State: Zip +4 Code: 01245

Attachment B**RFP for Last Mile Grants to Provide Broadband Service to
Unserved Towns in Western Massachusetts****Authorized Respondent's Signature and Acceptance Form**

The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the requirements of this RFP.

The Respondent specifically acknowledges the application of the procedures regarding submission of sensitive information as set forth in this RFP, and specifically agrees that it shall be bound by those procedures. The Respondent understands that all materials submitted as part of the grant application are subject to disclosure under the Massachusetts Public Records Law unless an exemption applies as determined in writing by the Mass Tech Collaborative's General Counsel. Respondent acknowledges that the statutory exemptions from the Massachusetts public records law are very limited and agrees that Mass Tech Collaborative shall not be liable under any circumstances for any disclosure of materials submitted to in connection with this RFP that is required by law.

Respondent acknowledges and agrees that the Mass Tech Collaborative has no obligation, and retains the sole discretion to fund or choose not to fund the application set forth herein, and that Mass Tech Collaborative's receipt of a grant application does not imply any promise of funding at any time.

The Respondent understands that, if selected by the Mass Tech Collaborative, the Respondent and the Mass Tech Collaborative will negotiate a written agreement specifying the terms of the grant funding and the respective rights and obligations of each party.

I certify that Respondent is in compliance with any and all corporate filing requirements and State tax laws.

I certify that the statements made in this application, including all attachments and exhibits, are true and correct to the best of my knowledge.

Respondent: Adam Chait
(Printed Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: Adam Chait

Title: CEO

Date: January 10, 2017

Attachment C
Officer's Certificate

The following questions must be answered by the Respondent.

1. Is your organization in compliance with of all its obligations under all bank lending and other credit (e.g., equipment leases) arrangements and has it been in compliance with these requirements during the past 12 months?
Yes ☒ No ☐
2. During the past 5 years has your organization filed for bankruptcy or has any Principal (more than 5% stockholder or other type of ownership) or officer been an officer or Principal of another firm that filed for or been the subject of any bankruptcy or insolvency proceeding?
Yes ☐ No ☒
3. Has your organization complied with all of its obligations to federal, state and local taxing authorities over the past three years?
Yes ☒ No ☐
4. Has your organization been a named party (either voluntarily or involuntarily) in any legal proceedings, administrative proceedings or arbitrations initiated by a local, state or federal governmental body within the past 5 years that resulted in your organization being sanctioned or ordered to pay fines or penalties in excess of \$10,000?
Yes ☐ No ☒
5. Has your organization or any officer or Principal been convicted in any criminal proceeding (other than minor traffic and other non-felony offenses) during the past 7 years or currently the subject of any similar criminal proceeding?
Yes ☐ No ☒
6. Are your organization's financial statements audited? and,
Yes ☐ No ☒ Being a new private company this has not yet been required.
7. If so, have you received a "going concern" opinion from such audit firm during the past three years?
Yes ☐ No ☒
8. Are more than 25% of your revenues derived from any single customer?
Yes ☐ No ☒
9. Did your organization have positive net income in each of the three most recent fiscal years?
Yes ☒ No ☐
10. Do your organization's tangible current assets (current assets less goodwill) exceed its current liabilities?"
Yes ☐ No ☒ Fiber Connect is currently in an aggressive build phase. We have yet to capitalize on our tangible assets. Q3 2017 we should have lit services.
11. Has your organization been terminated or failed to complete work within the past 5 years on a project funded in whole or in part with public funds (local, state or federal).
Yes ☐ No ☒
12. Certify your organization has internal accounting controls as required by Massachusetts General Laws Chapter 30, Section 39R(c).
Yes ☒ No ☐

If you have answered 'Yes' to questions 2, 7 or 8 please explain.

If you answered 'Yes' to questions 4 or 5 please provide appropriate details.

If you answered 'Yes' to question 11 please provide appropriate details.

If you have answered 'No' to questions 1, 3, 6, 9, 10, or 12 please explain.

Attach additional sheets if necessary.

Certification

The undersigned, Adam Chait / CEO, hereby certifies

(Name and Title)

that I am a duly authorized representative of Fiber Connect, LLC.

(Organization Name)

and that all of the foregoing answers and all statements contained in any explanation are complete, true and correct. Providing false or misleading information or failure to provide all required information will be considered grounds for disqualification. I attest to the accuracy of all information contained in this application and verify that the information submitted is in fact complete, accurate and true.

Signed and sworn under the penalties of perjury

Dated at: PO Box 764, Monterey, MA

(Location)

This 10th day of January, 2017.

By: _____

(Signature)

Name: Adam Chait

(Printed or Typed)

Title/Position: CEO

ATTACHMENT F
Grant Proposal Form

Note: Respondent should indicate N/A for any Town that Respondent does not propose to serve.

Municipality	Proposed Grant Funding (Does Not Exceed MBI Grant Allocation)	Proposed Grant Funding (Exceeds MBI Grant Allocation)	Proposed Level of Residential Coverage
ALFORD			
ASHFIELD			
BECKET			
BLANDFORD			
CHARLEMONT			
CHESTERFIELD			
COLRAIN			
CUMMINGTON			
EGREMONT	660,000	100,000	98% +/-1%
FLORIDA			
GOSHEN			
HANCOCK			
HAWLEY			
HEATH			
LEYDEN			
MIDDLEFIELD			
MONROE			
MONTEREY	680,000	585,000	98% +/-1%
MONTGOMERY			
NEW ASHFORD			
NEW BRAINTREE			
NEW MARLBOROUGH			
NEW SALEM			
OTIS			
PERU			
PETERSHAM			
PLAINFIELD			
PRINCETON			
ROWE			
ROYALSTON			
SANDSFIELD			
SAVOY			
SHUTESBURY			
TOLLAND			
TYRINGHAM			
WARWICK			
WASHINGTON			
WENDELL			
WINDSOR			
WORTHINGTON			