

**STATE OF NEW MEXICO
OFFICE OF BROADBAND ACCESS AND EXPANSION**

CONNECT NEW MEXICO PILOT PROGRAM GRANT AGREEMENT #: CPF00007a01

AMENDMENT #1

THIS **AMENDMENT** is made by and between the State of New Mexico, Office of Broadband Access and Expansion, administratively attached to the Department of Information Technology, hereinafter referred to “OBAE” and **SWC Telesolutions, Inc** hereinafter referred to as the “Grantee” and collectively referred to as the “Parties”.

WHEREAS the Parties initially executed the Connect New Mexico Pilot Program Grant Agreement # CPF00007a01 on March 3, 2023.

WHEREAS, the United States Department of Treasury issued updated guidance regarding the legal terms and conditions for the American Rescue Plan Act – Capital Projects Fund (ARPA-CPF) projects subsequent to the Parties’ execution of the grant agreement.

WHEREAS, the federal Affordable Connectivity Program (ACP) ended in 2024.

WHEREAS, Grantee has partnered with the New Mexico Spaceport Authority to extend the infrastructure build in the project.

The purpose of this Amendment is to clarify legal obligations, and update the project exhibits to reflect Grantee’s extended fiber construction.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS

ARTICLE 2 – CONTRACT DOCUMENTS

- A. Contract Documents. The Contract Documents consist of this Agreement, any amendments to the Agreement executed in writing by the Parties, and the following exhibits, each of which is incorporated into the Agreement as though fully set forth herein:
1. Scope of Work as described in Article 6 of the Agreement (Exhibit A);
 2. Detailed Project Budget (Exhibit B)
 3. Service Area Map (Exhibit C)
 4. Project Schedule (Exhibit D);
 5. **Request for Reimbursement Form (Exhibit E).**

ARTICLE 3 – GRANT AMOUNT AND USES; MATCHING FUNDS, AVAILABILITY OF GRANT FUNDS.

- D. Matching Funds. Grantee is required to contribute a match towards the Project that is 36% of the Total Project Cost, in the amount of at least **FOUR MILLION SEVEN HUNDRED ELEVEN THOUSAND ONE HUNDRED FORTY SIX DOLLARS (\$4,711,146)** (“Matching Funds”). Matching Funds must consist of cash and in-kind contributions as expressly described in the Detailed Project Budget attached as Exhibit B to this Agreement. Grantee shall provide the Office of Broadband with documentation of Matching Funds utilizing the Request for Reimbursement Form attached as Exhibit E to the Agreement.
- F. Procurement. Grantee’s procurement of all property and services under this Agreement must conform to the applicable procurement standards set forth in New Mexico Procurement Code, § 13-1-1 et seq. NMSA 1978, §1.4.1 NMAC, and § 1.12.21 NMAC.

ARTICLE 7 – LEGAL COMPLIANCE

- A. 15. Grantee is required to, for at least five (5) years from the date of Substantial Completion, offer a low-cost broadband service plan with typical download speeds of at least 100 Mbps and typical upload speeds of at least 20 Mbps with typical latency measurements of no more than 100 milliseconds; and not subject to data caps, surcharges imposed by Grantee, or usage-based throttling. During the five (5) year period:
- a. Grantee shall be required to participate in the Low Income Telecommunication Assistance Program, and any federal successor to the Affordable Connectivity Program in effect during the five-year period.
 - b. The low-cost broadband plan shall charge the end-user no more than \$50 a month inclusive of all taxes, fees, and charges, or the allowable amount under any successor Affordable Connectivity Program, whichever is lower.
 - c. End users shall be deemed eligible for the low-cost broadband service plan upon demonstrating either current enrollment in New Mexico Medicaid, SNAP, or other State of New Mexico Income Assistance Program, or an income under 200% of the Federal Poverty Level.
 - d. End users shall be eligible for no-cost upgrades if the provider later offers the low-cost plan with higher speeds.

ARTICLE 9 – DISBURSEMENT

- B. Request for Reimbursement Procedures and Deadlines. Grantee shall request payment for incurred grant expenditures by submitting a request for reimbursement in the form attached hereto as Exhibit E (hereinafter “Request for Reimbursement”). Reimbursement requests are subject to the following procedures and deadlines:
1. Grantee must submit a Request for Reimbursement;
 2. Each Request for Reimbursement must contain proof of payment by Grantee or liabilities incurred by Grantee showing that the expenditures are valid or are liabilities incurred by Grantee in the form of actual invoices received by Grantee for Third-Party Obligations; provided, however, that the Grantee may be

reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

3. Grantee may submit a Request for Reimbursement to the Department based upon invoices received, but not yet paid, by Grantee for a Third-Party Obligation, which the Department may process, at their discretion, if the invoices comply with the provisions of this Agreement and are a valid liability of Grantee, Grantee shall make payment in-full on those Third-Party Obligations within five (5) Business Days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. Grantee is required to certify to the Department proof of payment of the Third-Party Obligations within ten (10) Business Days from the date of receiving reimbursement from the Department. Reimbursement for invoices received, but not yet paid, shall only be made at the Department's discretion.
 4. A Request for Reimbursement shall include a statement specifying the amount of cash or in-kind match contributions from the Matching Funds being applied by Grantee towards payment of the items set forth in the Request for Reimbursement. Cash or in-kind match percentage applied to Request for Reimbursement total amount will be deducted from invoiced amounts.
 5. Requests for Reimbursements on a Third-Party Obligation shall be submitted by Grantee to the Department within 30 days from the date the Third-Party Obligation was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor.
 6. Grantee's failure to abide by the requirements herein will result in the denial of its Request for Reimbursement or will delay the processing of its Request for Reimbursement. The Department has the right to reject a reimbursement request for the Project unless and until it is satisfied that the expenditures in the Request for Reimbursement are for permissible purposes within the meaning of this Agreement. Further, the Department's right to reject any Request for Reimbursement is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.
- C. Retainage of Grant Funds. The Department will retain 10% of the Grant Amount sought by Grantee as security for Grantee's full performance of this Agreement. Retainage shall be applied to the final 10% of the allowable project expenditures. Department will release all retained amounts to Grantee upon a final site inspection by the Office of Broadband to confirm Substantial Completion of the Project and Grantee's successful Project close-out, including timely delivery of the Close-Out Report required under Article 10(B) of this Agreement, demonstrating Grantee stands in full compliance with all programmatic and regulatory obligations set forth in this Agreement. Grantee may submit a written request to the Department to release retained funds prior to the final inspection, which shall only be granted at the Department's discretion.

EXHIBIT A – Scope of Work, is amended and incorporated herein to reflect the extension.

EXHIBIT B – Budget, is amended and incorporated herein to reflect the additional matching funds.

EXHIBIT C – Map, is amended and incorporated herein to reflect the extension.

EXHIBIT D – Project Schedule, is amended and incorporated herein to reflect the current completion timeline.

EXHIBIT E – Request for Reimbursement form, is attached and incorporated herein to reflect the disbursement process changes.


All other articles and deliverables of the original agreement remain the same.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of execution by the final signatory.

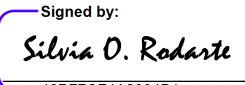
GRANTEE

Signed by:
By:  Date: 3/27/2026
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Nectorios Nicolaou
General Manager

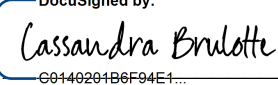
DEPARTMENT OF INFORMATION TECHNOLOGY AND
OFFICE OF BROADBAND ACCESS AND EXPANSION

Signed by:
By:  Date: 4/6/2026
JE79E32E1840434...
Jeff Lopez
Broadband Director
Office of Broadband Access and Expansion

Approved for Financial Sufficiency:

Signed by:
By:  Date: 4/6/2026
46D77CF4A2004B1...
Silvia Rodarte
Chief Financial Officer
Department of Information Technology

Approved for Legal Sufficiency:

DocuSigned by:
By:  Date: 3/28/2026
C0140201B6F94E1...
Cass Brulotte
General Counsel
Office of Broadband Access and Expansion



ARPA – CPF - Pilot Program

Exhibit A – Scope of Work

Agreement #: CPF000070a01

Sub Recipient: SWC Telesolutions, Inc

Project: SWCT dba Ethos - TorC and Williamsburg Fiber Broadband Project

Base Scope from Agreement – Executed May 3, 2023

Project Summary

SWC Telesolutions (dba Ethos Broadband) is requesting \$8,482,110 of grant funding to fund a fiber broadband infrastructure project to construct a broadband network capable of speeds up to 1 Gbps for 2,932 residential and business locations within the communities of Truth or Consequences and Williamsburg. The fiber infrastructure will be comprised of 49 miles of new fiber primarily by Aerial methods with buried fiber as required for crossings and laterals to residences. SWC Telesolutions will leverage the existing fiber backhaul network to provide the broader internet service connectivity. The fiber infrastructure will include upgrade to the facilities to the Central Office in Elephant Butte, New Mexico to support the speeds and additional capacity required as well as a storage facility on the premises.

Amendment 1 Scope – Extension to Spaceport America (New Mexico Spaceport Authority – NMSA)

Project Summary

SWC Telesolutions (dba Ethos Broadband) will extend its fiber infrastructure and last-mile connections from their main head-end in Elephant Butte to Spaceport America operated by the New Mexico Spaceport Authority which is an administrative division of the New Mexico Economic Development Department (EDD). The extension will encompass an aerial based fiber transit of 22.5 miles and have last mile drops into the Spaceport facility. The fiber transit will also extend to the BNSF railroad telecommunication interconnection facility at Divide Well Road and Upham Road where an interconnect point will be established with the Rio Grande Optical Network (RGON) and other major providers as can be arranged.



Technology Metrics			
Category	Agreement 5/3/2023	Amendment 1 – Spaceport Extension	Total
Technology Type	Wireline	Wireline	Wireline
Total Fiber Miles	49	22.5	61.5
Number New Fiber Miles	49	22.5	61.5
Network Purpose	Last Mile	Last Mile	Last Mile
Number of Leased Fiber Miles	0	0	0

Scope of Coverage			
Category	Agreement 5/3/2023	Amendment 1 – Spaceport Extension	Total
Names of Counties	Sierra	Siera	Sierra
Total Units	2932	1	2932
Homes / Residential	2758	0	2758
Businesses	137	1	138
Farms/Agricultural	0	0	0
Community Anchor Institutions	34	0	34
Unserved	1398		1398
Underserved	1534	1	1535



ARPA CPF - Pilot Program	
Exhibit B - Project Budget	
Subrecipient	SWC Telesolutions [dba - Ethos Broadband]
Project	TorC / Williamsburg FTTH
Id/No	CPF000070a01

Grant Contribution

#	Budget Categories	Total Budget	% of Total	Grant Amount	Brief Narrative
1	Application Preparation	\$32,751	0.2%	\$24,531	Valid expenses as allowed by NOFO and ARPA-CPF Guidance
2	Market Assessment	\$0	0.0%	\$0	Not required
3	Permitting and Regulatory Reviews	\$156,545	1.2%	\$117,253	Environmental, rights-of-way and permitting fees as per mile average for project
4	Network Planning and Design	\$1,347,547	10.2%	\$1,040,710	Engineering and Outside Plant designs
5	Network Infrastructure Deployment	\$5,079,070	38.5%	\$4,052,445	Adjusted to 300 drops at \$1500 / drop. All other customer drops to be paid by SwC/Ethos as operating budet items.
6	Network Equipment	\$1,650,981	12.5%	\$1,286,621	OLT chassis, cards & optics, PON cabinets, splitters & fiber jumpers
7	Customer Premise Equipment	\$183,000	1.4%	\$155,550	Adjusted to 300 CPE's to match drops at \$600 / unit. All other customer CPE's to be paid by SwC/Ethos as operating budet items.
8	Land, Buildings and Structures	\$300,000	2.3%	\$255,000	Storage facility/warehouse for storing materials & supplies for operations
9	Long-Term Leases	\$0	0.0%	\$0	Not required
10	Personnel	\$0	0.0%	\$0	Not required
11	Grants Administration and Reporting	\$50,000	0.4%	\$50,000	Staff for Grant Adminstration
12	Testing	\$0	0.0%	\$0	Not required
13	Spaceport America Extension	\$2,000,000	15.2%	\$1,500,000	\$500,000 Cash Match to be contributed by NMSA - Spaceport America
Sub-Total - Grant Amounts		\$10,799,894	64.3%	\$8,482,110	

Match Contributions

#	Match Contribution Type	% of Total	Match Amount	Brief Narrative of Cost Element (e.g., description, purpose, necessity)
1	Cash Based Contribution			Cash contribution across budget categories
	TorC / Williamsburg Project		\$1,817,784	Cash Match from Spend on base scope for TorC / Williamsburg FTTH efforts
	Spaceport Extension		\$500,000	Cash Match to be contributed by NMSA - Spaceport America
	Total Cash Based Contribution	18%	\$2,317,784	
2	In-Kind Asset - Existing backbone fiber Contributed for Project Use	18%	\$2,393,362	Approved In-Kind valuation based on using approximately 120 fibers over 10.6mi from existing backbone fiber within Truth or Consequences and Wiliamsburg and another 2 fibers over 35mi between the Elephant Butte CO and Hatch to facilitate redundancy for the market.
Sub-Total - Match Contribution		36%	\$4,711,146	

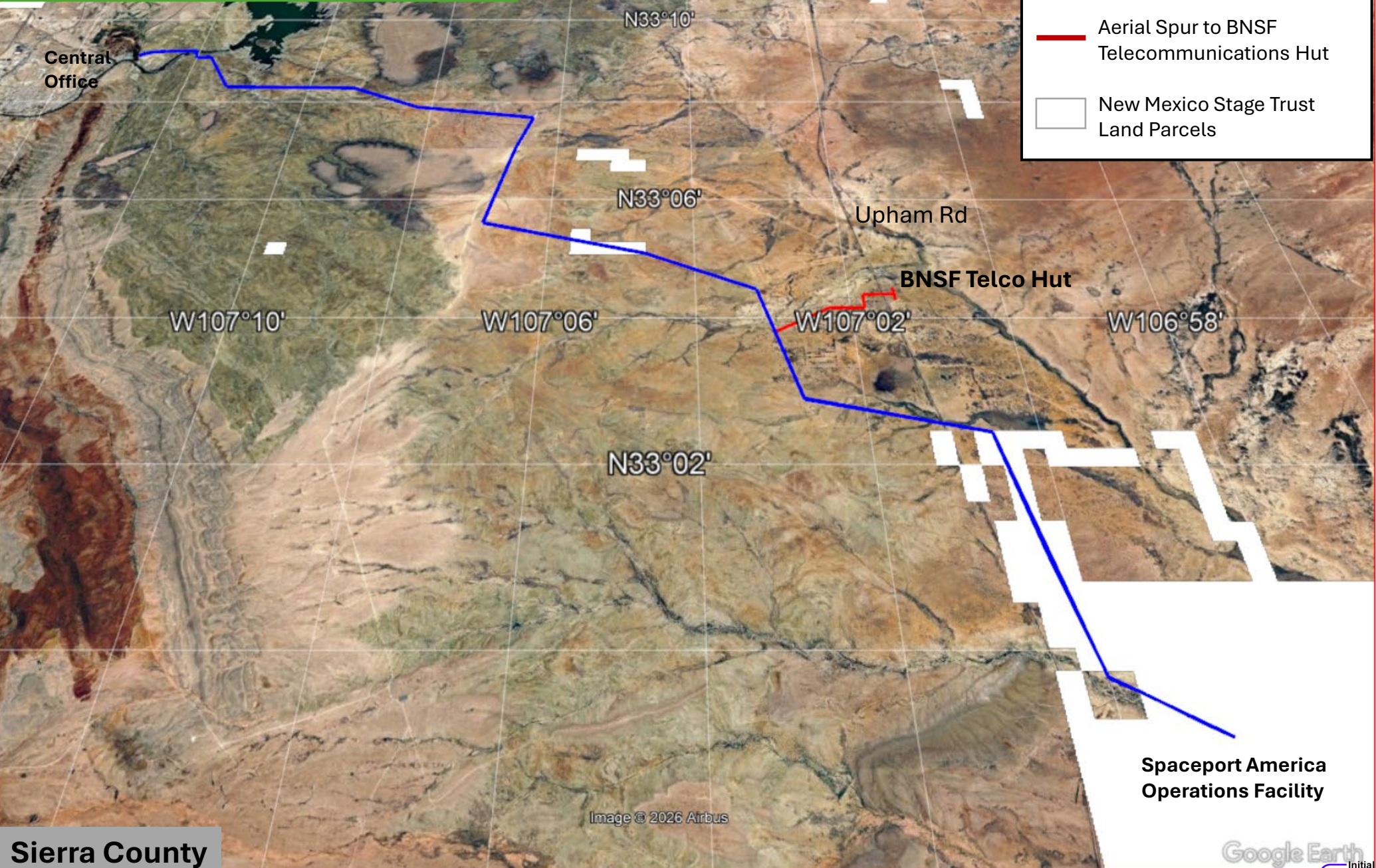
Total Project Cost	\$13,193,256
Total Match % - Cash and/or In-Kind	36%

MV

SWCT/Ethos Broadband TorC+W Project Extension to Spaceport America (NMSA) Network Overview

Legend

- Aerial Fiber Infrastructure – Ethos Broadband Central Office to Spaceport
- Aerial Spur to BNSF Telecommunications Hut
- New Mexico Stage Trust Land Parcels



Sierra County

Spaceport America
Operations Facility

Google Earth

Initial
MN



ARPA CPF - Pilot Program	
Exhibit D - Project Schedule	
Subrecipient	SWC Telesolutions [dba - Ethos Broadband]
Project	TorC / Williamsburg FTTH
Id/No	CPF000070a01

WBS#	Activity	Status	Start Date	End Date	Duration (Days)	Comment
1	Market Assessment	Complete	Pre-Appl	9/30/2022	N/A	
2	Network and Engineering Design	Complete	8/1/2022	12/31/2025	1248	
3	Permitting (right of way, easements, etc.)	Complete	5/1/2023	8/30/2024	487	
4	Environmental Assessment	Complete	4/1/2023	9/1/2023	153	Not Required
5	Site Preparation	Complete	10/1/2025	12/31/2025	91	
6	Workforce Development	Complete	4/1/2023	7/1/2023	91	
7	Vendor Selection and Procurement	Complete	5/1/2023	9/30/2024	518	
8	Network Deployment/ Construction	Complete	9/15/2024	12/31/2025	472	
9	Network Testing	Complete	9/30/2024	1/31/2026	488	
10	Development and Launch of Marketing Strategy and Sales Programs	Complete	3/1/2023	1/1/2026	1037	Includes Website updates and direct mailings
11	Development and Launch of Adoption Assistance Programs	In Progress	5/1/2024	12/1/2026	944	
12	Launch of Commercial Service	In Progress	5/1/2024	12/31/2025	609	
13	Customer Installations	In Progress	10/15/2025	12/31/2026	442	
14	Spaceport America Extension					
14.1	Approvals	Complete	1/4/2026	1/30/2026	26	SWC/Ethos Received CBAC Approval 1/8/2026 and NMSA Board of Director Approval 1/30/2026
14.1	Design & Permitting	In Progress	2/2/2026	5/31/2026	118	



ARPA CPF - Pilot Program	
Exhibit D - Project Schedule	
Subrecipient	SWC Telesolutions [dba - Ethos Broadband]
Project	TorC / Williamsburg FTTH
Id/No	CPF000070a01

WBS#	Activity	Status	Start Date	End Date	Duration (Days)	Comment
14.2	Make Ready, Network Deployment and Testing	Not Started	6/1/2026	11/15/2026	167	
14.3	Launch of Commercial Service	Not Started	11/15/2026	12/31/2026	46	
15	Close Out					
15.1	Substantially Complete - TorC/Williamsburg BSL's	In Progress	1/30/2026	4/15/2026	75	
15.2	Substantially Complete - Spaceport Extension	Not Started	11/15/2026	12/15/2026	30	
15.3	Close Out Report	Not Started	10/15/2026	12/31/2026	77	

STATE OF NEW MEXICO
Request for Payment Form
Exhibit E

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: \$ 0.00
- C. AIPP Amount (If Applicable): \$ 0.00
- D. Funds Requested to Date: \$ 0.00
- E. Amount Requested this Payment: \$ 0.00
- F. Reversion Amount (If Applicable): \$ 0.00
- G. Grant Balance: \$ 0.00
- H. CNMF GF GOB STB
- I. Final Request for Payment (if Applicable)

III. Fiscal Year : 2027 (July 1, 2026 - June 30, 2027)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that required reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with **the Agreement**.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
 or **Fiscal Agent** (if applicable)

Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 Division Fiscal Officer Date

 Division Project Manager Date