

BUILD AGREEMENT

This Build Agreement (this “Agreement”) is made effective the 28th day of March 2023, by and between Windstream Georgia Communications, LLC, and Kinetic Fiber, LLC (collectively “WIN”), and Lowndes County, Georgia (“County” or the “County”) (individually a “party,” collectively the “parties”).

In consideration of the mutual covenants and agreements, the parties hereto do mutually covenant and agree as follows:

INTRODUCTION

1. **Purpose.** The County submitted an application for and received an award of \$21,783,961 in Georgia State and Local Fiscal Recovery Fund grants (the “Funds”) for the purpose of paying a portion of the cost of designing, constructing, installing, and implementing a fiber-optic broadband network capable of minimum speeds of 100 Mbps download and 100 Mbps upload in areas of Lowndes County currently designated as unserved or underserved. WIN partnered with the County in connection with the application for the Funds and agrees it will design, construct, install, and implement a broadband network in such areas of Lowndes County according to plans and specifications agreed upon by the parties. The use of the Funds will enable WIN to develop valuable telecommunications facilities for community residents, particularly the increased availability of telemedicine services, distance learning, and telework. Since the total cost of the Project is estimated to be \$39,420,865, WIN has agreed it will pay the cost of the Project in excess of the amount of the Funds estimated to be \$17,636,904.
2. **Need for Fiber Optic System.** Both WIN and the County recognize the need for installation of certain telecommunications facilities/broadband services within the County to meet the increasing capacity demand of residents by increasing speeds available to all residents of the County and especially to those residents located in areas of the County which may be considered unserved or underserved.
3. **Project Funding.** Subject to the County’s receipt of the final approval of the Project from the appropriate federal and state agencies with authority to do so and the disbursement of the Funds to the County, the County will provide the Funds to WIN to utilize to pay the cost to design, construct, and install the project described below (the “Project”) within the limits of the County pursuant to the terms and conditions of this Agreement. The County shall not be obligated to disburse the Funds to WIN until the County has received the Funds. After all Funds have been paid to WIN, the remaining costs of constructing the Project will be paid by WIN. The County will pay and WIN will receive the Funds in consideration of WIN’s agreement to install broadband infrastructure in the area covered by the Project. If state or federal auditors disallow some portion of the Funds or the Funds are otherwise limited by actions of the state or federal government, neither party will be required to make up the difference, and the parties will work together to reach mutual agreement on how to adjust the scope of the Project to compensate for the reduced amount of the Funds.