

## THE PROJECT

4. **Project.** The Project entails WIN constructing fiber as generally shown on the drawing attached hereto as **Attachment A** in order to expand high-speed internet services to approximately 16,193 household locations and 1,434 commercial locations within the County. The location count is based upon internal address data WIN obtained from multiple vendors. Upon completion of the Project, WIN will be able to offer and will offer broadband service to each location within the Project area utilizing the facilities constructed as part of the Project, which newly constructed facilities may be connected to existing facilities. Additionally, as part of the Project, WIN will upgrade the electronics within this area, if necessary, in order to provide broadband speeds of at least one (1) gigabit download and upload to the locations within the County as shown on **Attachment A**. Certain multiple dwelling units within the Project area may require internal wiring upgrades beyond the scope of the Project in order to receive broadband speeds of at least one (1) gigabit download and upload. Commercial properties within the Project area may require additional wiring/cablings inside the premises that will be the property owner's responsibility.
5. **Project Costs and Use of Project Revenues.** The Funds will be used solely for costs incurred to complete the aspects of the Project described in **Attachment B** and for no other purpose.
6. **Funds.** The Funds shall be disbursed to WIN via wire transfer or check. County will use its best efforts to submit all requests for any disbursements of Funds at the earliest opportunity that County would be entitled to such disbursement. Monthly WIN will provide to County such documentation that is necessary for County to seek reimbursement from the Georgia State and Local Fiscal Recovery Fund (the "Reimbursement Documentation"). County commits to request reimbursement from the Georgia State and Local Fiscal Recovery Fund within ten (10) days of receiving the Reimbursement Documentation. County further commits to pay to WIN any portion of the Funds distributed to County within ten (10) days of receipt, unless a longer or shorter timeframe is required by the Terms and Conditions, as that term is defined below.
7. **Political Activity.** No portion of the Funds will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
8. **Prohibition Against Payment of Bonus or Commissions.** No portion of the Funds will be used in payment of any bonus or commission for the purpose of obtaining any approval or concurrence under this Agreement.
9. **Reporting.** County agrees to prepare and submit all reporting required in connection with its receipt of the Funds (the "State Reporting"), including financial reports, performance (technical) reports, and annual reports. On a quarterly basis, or more frequently if required by the State Reporting standards, WIN will provide County, in a timely manner, with information within its possession, in its control, or which WIN can reasonably obtain, necessary for County to fulfill its State Reporting obligations. County agrees that it will