

Agreement, nor shall it be restricted from exercising any right of enforcement or foreclosure with respect to any related security interest or lien, so long as the purchaser in foreclosure is subject to the provisions of this Agreement.

17. **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, and shall be deemed to have been duly given (a) on the date of personal delivery, (b) on the date of delivery to a nationally recognized overnight delivery service, or (c) on the date of deposit in the U. S. mails, postage prepaid, by certified mail, return receipt requested, in each case addressed as follows, or to such other addresses as shall be designated from time-to-time by the parties:

If to WIN to:

Windstream Georgia Communications, LLC  
Kinetic Fiber, LLC  
Staff Manager – Government Programs  
4001 North Rodney Parham Road  
Mailstop KINETIC #1207  
Little Rock, AR 72212

With a copy to:

Windstream Georgia Communications, LLC  
Kinetic Fiber, LLC  
4001 North Rodney Parham  
Mailstop: B1F03-71A  
Little Rock, AR 72212  
Attention: Legal Department

If to the County:

Lowndes County, Georgia  
327 North Ashley Street  
Valdosta, GA 31601  
Attn: County Manager

With a copy to:

Elliott Blackburn PC  
3016 North Patterson Street  
Valdosta, GA 31602

18. **Force Majeure.** In the event WIN or the County is delayed in or prevented from performing any of its respective obligations under this Agreement due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of insurrection, acts