

AGREEMENT FOR DEVELOPMENT OF BROADBAND NETWORK

THIS AGREEMENT FOR DEVELOPMENT OF BROADBAND NETWORK (hereinafter "Agreement") is made this 21 day of December, 2021 (the "Effective Date"), by and between **The P3 Group of Florida, Inc.**, a Florida profit corporation, with an address of 2001 Broadway Suite 250, Riviera Beach, Florida 33404 (the "Developer") and **Jackson County**, a political subdivision of the State of Florida, with an administrative address of 2864 Madison St, Marianna, Florida 32448 (the "County"). Developer and County may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the County issued Request for Proposals RFP# 2021-22 (the "RFP"), seeking proposals from qualified firms to deliver a comprehensive solution that will provide reliable broadband internet service to at least 98% of the County, which RFP is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Developer submitted a response to the RFP, which is attached hereto as Exhibit "B" and incorporated herein by reference, in which Developer represented that it has the skills, expertise, funding, and capabilities to finance, construct, own, operate, and maintain a "Broadband Network" (also referred to as the "Project") in the County that meets or exceeds the minimum specifications described in the RFP; and

WHEREAS, following its review, scoring, and ranking of all responsible and responsive proposals submitted in response to the RFP, the Board of County Commissioners selected Developer's response and authorized County staff to negotiate and prepare an agreement between the Parties establishing the terms and conditions pursuant to which the Developer will design, construct, operate, and maintain a Broadband Network; and

WHEREAS, as more particularly described herein, the Developer shall be solely responsible for the planning, financing, designing, construction, operation, marketing, and maintenance of the Broadband Network, provided that the County will provide Developer with such ground leases, easements, licenses, and/or other sufficient legal interests on County property as are reasonably necessary in order to allow for infrastructure and facilities appurtenant to the Broadband Network to be located on such property, and shall otherwise cooperate with Developer in furtherance of the successful development and implementation of the Broadband Network; and

WHEREAS, in consideration of the County's provision of County property on which Broadband Network facilities shall be located, the County shall receive 50% of the net profits after debt service generated by the Broadband Network upon buildout; and

WHEREAS, the Parties contemplate that the Project will be performed in three phases, as further described in this Agreement: (i) a Project planning, development, and finance phase (the "Development Phase"); and (ii) a Project construction phase (the "Construction Phase"), which shall include closing and executing any agreements negotiated during the Development Phase and constructing and completing the Project; and (iii) an operations phase in which Developer shall operate, maintain, manage, and administer the Broadband Network and provide broadband

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internet service to residences and businesses within the County.

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
INCORPORATION OF RECITALS AND DEFINITIONS

1.1 The recitals set forth above are made a part of this Agreement as though fully set forth herein.

1.2 As used herein, the following terms shall have the following meanings, unless the context clearly requires otherwise:

“Activation Date” shall mean the date on which the Broadband Network becomes capable of providing broadband internet service to one or more end users of the network, pursuant to which such end users are able to utilize the network to access the internet in a manner that complies with the Technical Specifications. The Activation Date shall be determined by the County in its sole discretion. If the Project is constructed in phases, there may be separate Activation Dates for each phase of the Project.

“Broadband Network” or **“Project”** shall mean a comprehensive system of infrastructure, facilities, and equipment that produces a broadband internet network capable of serving at least 98% of the County and which network, upon buildout, meets the minimum Technical Specifications.

“Closing” shall mean the date on which the Developer obtains financing to construct the Project and the County delivers such Ground Leases, easements, licenses, and/or other legal instruments sufficient to facilitate the uses of the County Property and ROW described in the Final Property List the Project Plans.

“Closing Date” shall mean the date on which the Closing takes place.

“Construction Phase” shall mean the second phase of the Project consisting of Closing, the execution of contracts negotiated during the Development Phase, and the construction and Completion of the Project, as more particularly described in Article 4 hereof.

“Construction Schedule” shall mean the timeline within which Developer shall reach substantial and final completion of the Project, including any distinct phases thereof.

“County” shall mean Jackson County, Florida.

“County Property” shall mean all County-owned real property upon which Network Facilities shall be located. The term “County Property” does not include County ROW.

“County Property and ROW” shall mean collectively County Property and County ROW.

“County ROW” shall mean all County right-of-way upon which Network Facilities shall be located.

“Developer” shall mean The P3 Group of Florida, Inc., and its successors and assigns.

“Development Phase” the initial phase of the Project during which the Project shall be planned and designed, as more particularly described in Article 3 hereof.

“Developer’s Representatives” shall mean Developer’s duly authorized agents, contractors, consultants, licensees, and representatives.

“Developer’s RFP Response” shall mean the response submitted by the Developer in response to the RFP, attached hereto as Exhibit “B.”

“Due Diligence Date” shall mean the date 180 days after the date of issuance of the Notice of Commencement.

“Final Property List” shall mean the final list of all County Property and ROW as agreed upon between the County and Developer pursuant to Section 3.3 hereof.

“Governmental Approval” shall mean any permit, license, land use approval, or other approval required from a local, state, or federal governmental entity, including the County, in order to design, construct, operate, administer, or maintain the Broadband Network or any component thereof. The term includes all licenses, permits, and other approvals, if any, that must be issued by the Federal Communications Commission (FCC) or another federal agency having jurisdiction in order to operate and maintain the Broadband Network and provide broadband internet service to residences and businesses within the County.

“Ground Lease” shall mean one or more Ground Leases pursuant to which the County may lease County Property to Developer to facilitate the construction, operation, and maintenance of the Broadband Network, as further described in Section 3.6 hereof.

“Operations Phase” shall mean the final stage of the Project, during which time the Developer shall operate and maintain the Broadband Network for a period of not less than 30 years from the Activation Date, as more particularly described in Article 6 hereof.

“Network Facilities” shall mean all infrastructure, equipment, and facilities involved in the operation of the Broadband Network, as described in the Project Plans.

“Notice of Commencement” shall mean the notice issued by the Developer to the County pursuant to Article 2 hereof.

“Preliminary Property List” shall mean the initial list of all County Property and ROW prepared by the Developer pursuant to Section 3.3 hereof.

“Project Property” shall mean all County Property and ROW as well as all other real property upon which Network Facilities shall be located.

“Project Plans” shall mean the detailed engineered plans and specifications for all facilities and infrastructure that comprises the Broadband Network, which shall be sufficiently detailed so as to permit the Broadband Network to be constructed from such Project Plans.

“RFP” shall mean RFP# 2021-22 issued by the County seeking proposals from qualified firms to deliver a comprehensive solution that will provide reliable broadband internet service to at least 98% of the County, attached hereto as Exhibit “A.”

“Special Project Entity” or “SPE” shall mean a special purpose entity that is owned by the Brown Foundation Community Development Corporation, an Arkansas non-profit corporation, or such other entity as may be designated by Developer for the purpose of financing the Project and holding the leasehold or other legal interests as may be granted by the County in the Project Property. The SPE shall constitute a Developer’s Representative, as defined herein.

“Technical Specifications” shall mean the requirements and specifications related to the Developer’s operation and maintenance of the Broadband Network upon buildout, including but not limited to minimum bandwidth speeds (upload and download), latency levels, reliability requirements, customer coverage maps, and a customer service and billing policy. The Technical Specifications shall in all respects be consistent with the minimum standards contained in the RFP and Developer’s RFP Response.

ARTICLE 2 NOTICE OF COMMENCEMENT

The deadlines, rights and obligations described in this Agreement with respect to the Project shall commence upon the date Developer delivers a written notice of Project commencement to County (the "Notice of Commencement"). Said Notice of Commencement shall be delivered to the County not later than 30 days after the Effective Date of this Agreement.

ARTICLE 3 DEVELOPMENT PHASE

3.1. Objectives. The objectives of the Development Phase shall be as follows:

(a) Identification of all real property, including all County Property and ROW, upon which all Broadband Network Facilities shall be located.

(b) Development of the Project Plans.

(c) Development of a detailed Construction Schedule, including any proposed phasing, and schedule for the activation of the Broadband Network upon completion of construction.

(d) Development of the final Technical Specifications for the Broadband Network, which shall in all respects conform to the minimum requirements contained in the RFP and Developer’s RFP Response.

(e) Developer's securing of any necessary financing related to the construction and activation of the Broadband Network.

3.2. Development Phase to Commence Upon Notice of Commencement. The Development Phase shall commence upon Developer's issuance of the Notice of Commencement and shall conclude on the Due Diligence Date, which shall be 180 days following the Notice of Commencement. By way of example as to a Notice of Commencement, if the date of the Notice of Commencement is October 1, 2021, the Due Diligence Date would be 180 days therefrom, i.e. March 30, 2022.

3.3. Developer's Development Phase Responsibilities. With respect to the Project, Developer's responsibilities during the Development Phase shall include the following:

(a) Identification of Project Property. Developer shall be responsible for the identification of all real property upon which Network Facilities are proposed to be located, including all County Property and ROW, through the process described herein. Developer shall also identify any real property other than County Property and ROW upon which Network Facilities are proposed to be located, and for all such property, Developer shall provide a summary of how Developer intends to acquire a sufficient legal interest in such property to allow for the siting of Network Facilities thereon. Upon Developer's request, the County shall cooperate with Developer in the identification of suitable County Property and ROW suitable for the Project.

1. Preliminary Property List. At least 60 days prior to the Due Diligence Date, Developer shall provide the County with a Preliminary Property List containing all proposed County Property and ROW to be used in connection with the Project, in sufficient detail to allow for the County to easily reference and identify all such property (i.e. through the use of maps, surveys, parcel ID numbers, legal descriptions, etc.). For each parcel of County Property or County ROW included on the Preliminary Property List, the Developer shall also provide to the County a brief description of the proposed use(s) of same. The County shall review the properties included on the Preliminary Property List and determine their suitability for such uses as have been proposed by Developer and inclusion in the Project. The County shall notify the Developer of any County Property or County ROW that is not suitable for use as part of the Project within 20 days of its receipt of the Preliminary Property List. The County's determination shall be final. In the event any County Property or County ROW is removed from the Preliminary Property List, the County shall cooperate with the Developer to identify suitable alternative sites.

2. Final Property List. At least 30 days prior to the Due Diligence Date, the Developer shall submit a Final Property List containing all proposed County Property and ROW and which includes all such information as required to be included in the Preliminary Property List. The County shall provide comments and/or objections to same, if any, within ten (10) days of receipt. The County's determination as to the removal of any County Property and ROW from the Final Property List shall be final. Upon the County's approval of the Final Property List, any subsequent amendments to same shall be subject to the mutual agreement of the Parties, in writing. Concurrent with its submittal of the Final Property List, Developer shall also submit to the County a list of any real property other than County Property and ROW upon

which Network Facilities are proposed to be located, and for all such property, Developer shall provide a summary of how Developer intends to acquire a sufficient legal interest in such property to allow for the siting of Network Facilities thereon.

3. In the event the Parties are unable to reach an agreement on the Final Property List, this Agreement may be terminated by either Party upon provision of written notice to the non-terminating Party.

(b) Investigation and Due Diligence. Developer shall be responsible for conducting all studies, investigations, and due diligence with respect to the Project, which shall include evaluating all aspects of the Project Property to ensure suitability for their intended purpose, including any issues that could impact the development, construction, and/or ownership of the Project.

(c) Project Plans. Developer shall be responsible for development of the Project Plans, including any and all design documents, engineering and architectural plans, drawings, specifications, and schematics associated with same. The Project Plans shall be sufficiently detailed such that the Broadband Network can be accurately constructed from same. At least thirty (30) days before the Due Diligence Date, Developer shall submit to County the complete Project Plans pursuant to which Developer proposes to construct the Project. The County shall have ten (10) days to review the Project Plans and provide any comments to same. Provided, the Developer's determination as to any comments raised by the County shall be final. Nothing in this paragraph shall be construed as exempting Developer from obtaining from the County or any other governmental entity having jurisdiction all applicable Governmental Approvals required in connection with the construction of the Network Facilities described on the Project Plans. Developer shall negotiate and execute contracts for the Project with any architects, engineers, or other design professionals necessary to finalize the Project Plans. Developer shall also negotiate and enter into construction contracts with qualified contractors, suppliers, and other tradesmen as necessary for the construction of the Project subsequent to Closing.

(d) Construction Schedule. At least 45 days prior to the Due Diligence Date, Developer shall submit for the County's review and approval a detailed Construction Schedule, including any proposed phasing of the Project. Upon approval by the County, the Construction Schedule shall establish the timeframe within which the Project, and any distinct phases thereof, shall reach substantial completion and final completion. The Construction Schedule shall provide for final completion of the entire Project to occur no later than the earlier of the following dates: four (4) years following the closing of the Project Financing described in Article 4 hereof, or five (5) years following the date of issuance of the Notice of Commencement. The Project, or a particular phase thereof, shall be deemed to have reached substantial completion when the Project, or the particular phase thereof, is sufficiently complete in accordance with the Project Plans and Technical Specifications such that it is capable of being used for its intended purpose. The Project, or a particular phase thereof, shall be deemed to have reached final completion when the Project, or the particular phase thereof, is fully and finally complete in accordance with the Project Plans and Technical Specifications, as determined by the County in its sole discretion.

(e) Governmental Approvals. Developer shall be responsible for obtaining all Governmental Approvals required to design, construct, operate, administer, market, and maintain the Broadband Network. Developer's obligations with respect to Governmental Approvals shall include, but are not limited to, appearances before zoning and planning boards, the County Commission, city commissions, and submission of joint development documents and other similar Applications. Upon Developer's request, County shall work in good faith to cooperate with Developer's efforts to obtain Governmental Approvals and shall provide any information Developer reasonably requires to file any Application (as defined below) as Developer may from time to time request, provided that: (a) such Application is in material compliance with the Project Plans and reasonably necessary for the construction of the Project; and (b) such Application is in customary form. Nothing herein shall be construed as requiring that the County approve any Application for a Governmental Approval that is within the County's jurisdiction to approve or deny. The term "Application" shall mean and refer to any instrument, document, agreement, certificate, or filing (or amendment of any of the foregoing) that is reasonably necessary: (i) to obtain a Governmental Approval for the construction of the Project in accordance with the Project Plans, including any application for zoning change, subdivision plat or reasonable covenant or land use restriction necessary to obtain a Governmental Approval; (ii) to obtain any deferral, economic incentive or other benefit that may otherwise be available to Developer for the construction of the Project; (iii) to enable Developer and County to use the Project Property in accordance with and as accomplished by this Agreement; or (iv) to comply with Developer's specific obligations under this Agreement or any document required to be executed by this Agreement.

3.4. Project Diligence.

(a) Commencing on the Effective Date and continuing through the Due Diligence Date, upon provision of at least 24 hours notice to the County, Developer's Representatives shall have reasonable access to all County Property and ROW Developer reasonably anticipates will be included in the Preliminary Property List, for the purpose of conducting studies, investigations, inspections and tests of the County Property and ROW as Developer deems reasonably necessary or desirable, in its sole and absolute discretion, including surveys and architectural, engineering, geo-technical and environmental inspections and tests. Developer shall promptly restore any portions of the County Property and ROW affected by Developer's inspections and investigations to the condition that existed immediately prior to the inspections or investigations. Developer shall be solely responsible for obtaining access to any Project Property other than County Property and ROW for the purpose of conducting due diligence activities.

(b) To the extent that such items are available in County's possession or under its control, County will make available to Developer, upon request, and allow Developer to make copies for Developer's or Developer's Representatives' review and inspection, all documents under County's control or possession reasonably related to the suitability of the County Property and ROW for the Project.

3.5. Project Ownership Structure. Upon completion of construction, the Broadband Network shall at all times be owned, operated, managed, administered, and maintained by Developer, the SPE, or one or more of Developer's Representatives as are expressly described in

Developer's RFP Response. The County's participation in the Project shall be limited to the provision of such Ground Leases, easements, licenses, and/or other legal interests necessary to facilitate the uses of County Property and ROW described in the Final Property List and the Project Plans. It is expressly agreed by the Parties that nothing herein shall be construed as to make the County a joint owner or stockholder in the Project. The Developer's obligation to make rental payments to the County for the use of County Property, which rental payments may be measured by net profits generated by the Project as further described in Section 3.6, is a fair and reasonable method negotiated by the Parties pursuant to which the Developer shall compensate the County for the value associated with Developer's lease and/or use of County Property.

3.6. Ground Lease. At the Closing, the County shall Ground Lease, provide easements over, grant licenses, or otherwise provide the SPE with a legal interest in all County Property and ROW described in the Final Property List that is mutually acceptable to the Parties and sufficient to facilitate the use of such property for the purposes described in the Project Plans. The terms and conditions of such Ground Lease(s) or other legal instruments shall be consistent with this Section 3.6. Developer's counsel shall prepare and circulate an initial draft of any such Ground Leases and other easements, licenses, and legal instruments to effectuate this Section 3.6 for the County's review and comment at least thirty (30) days before the Closing Date.

(a) Payment and Calculation of Rent. As consideration for the County's lease or otherwise granting Developer use of County Property for the Project, the SPE shall pay County Rent as provided in this Section 3.6(a).

1. Rent Prior to Final Completion. There shall be no Rental payments due on any County Property prior to final completion of the Project, or, if the Project is constructed in phases, prior to final completion of the first phase of the Project. Provided, if the Project or a particular phase of the Project is not timely completed, Developer shall pay the County liquidated damages calculated pursuant to Section 10.2(c) hereof.

2. Rent Subsequent to Final Completion. After final completion of the Project, or, if the Project is constructed in phases, after completion of the first phase of the Project, the SPE shall begin making Rental payments on an annual basis as provided in this Section 3.6(a)2, Such Rental payments shall be due on or before February 1 of each calendar year following final completion of the Project, or, if the Project is constructed in phases, after completion of the first phase of the Project. The Rental payment due to the County shall be the greater of the following amounts:

i. Fifty (50%) percent of the net operating income, after debt service, generated from the Project on an annual basis post audit each calendar year after the Activation Date; or

ii. One Hundred Dollars (\$100.00).

3. The net operating income, after debt service, of the Project shall be calculated based upon generally accepted accounting principles and shall be annually determined by mutual agreement of the Parties. Developer, or Developer's Representative responsible for operation of the Broadband Network, shall annually make its financial books and records available for examination by the County for the purpose of facilitating compliance with this paragraph. In the event the Parties cannot agree on the net operating income for a given year, the Parties shall retain an independent accounting firm to audit Developer's books and records (or the books and records of Developer's Representative responsible for operation of the Broadband Network) and determine the net operating income, after debt service, for that year. The Parties agree that the determination of the independent accounting firm shall be final. The cost of the independent accounting firm shall be shared equally by the Parties.

(b) Triple Net Lease. All Ground Leases shall be "triple net" so that the SPE shall be responsible for all obligations with respect to the County Property in connection with or arising out of its use and occupation of the County Property pursuant to the terms of the lease, including but not limited to: all ordinary and special assessments and other governmental charges, that are assessed upon all or any part of the County Property, including any tax or other levy on or measured by any rent collected by the County with respect to the County Property; all costs of utilities, including without limitation, water, sewer, power, garbage removal, natural gas, and recycling services; all premiums on policies of public liability, casualty, and property damage insurance maintained by Developer with respect to the County Property and ROW; all property taxes if any; and all other expenses in connection with the operation, management, maintenance, subleasing and upkeep of the County Property, unless otherwise expressly agreed to by the Parties.

(c) Use of Property. All Ground Leases or other legal instruments granted by the County pursuant to this Section 3.6 shall provide that the Developer's use of the County Property shall be limited to such uses as are related to the construction, operation, and maintenance of the Broadband Network. All Ground Leases or other legal instruments granted by the County pursuant to this Section 3.6 shall further provide that the County may utilize the County Property subject to such lease or other legal instrument for any purpose so long as such use does not unreasonably interfere with the Developer's use of the Property.

(d) Termination. All Ground Leases or other legal instruments granted by the County pursuant to this Section 3.6 shall contain language providing for the termination of such Ground Leases or other legal instruments, at the County's option, upon the County's provision of written notice to Developer in the event construction of the Project, or a particular phase of the Project as described in the approved Construction Schedule, does not reach final completion by the applicable date established in the Construction Schedule.

3.7. Condition of Title. On or before the Due Diligence Date, County shall use good faith efforts to assist Developer in resolving issues disclosed in an ALTA compliant title commitment (the "Title Commitment") with respect to County Property from a nationally recognized title insurance company (the "Title Company") selected by Developer in its sole discretion and an ALTA compliant survey of the County Property prepared by a surveyor

selected by Developer in its sole discretion (the "Survey") for the County Property that Developer determines will negatively impact the development, construction or operation of the Project (the "Title Obligations"). If County determines it cannot comply with the Title Obligations for any reason or Developer determines the issues it identifies in the Title Commitment and Survey cannot be resolved in a manner that permits the Project to be developed, constructed or operated in a cost-effective manner, either Party shall have the right to terminate this Agreement by delivering written notice to the other Party on or before the expiration of the Due Diligence Date. Notwithstanding the foregoing, all Prohibited Encumbrances (as defined below) must be satisfied, remedied, or cured by County on or before the Closing Date. As used herein, the term "Prohibited Encumbrance" shall mean (i) any mortgage or deed of trust or other monetary lien encumbering the County Property, (ii) any real property taxes and assessments relating to the County Property which are delinquent or due and payable as of the Closing Date, (iii) any mechanic's, materialmen's or other similar liens encumbering the County Property, (iv) any judgment lien encumbering the County Property, and (v) any voluntary liens or encumbrances not consented to by Developer after the Effective Date.

3.8. Broadband Network Technical Specifications. At least 30 days prior to the Due Diligence Date, Developer shall submit proposed Technical Specifications for the Broadband Network for the County's review and approval. Such Technical Specifications shall in all respects be consistent with the RFP and the Developer's RFP Response. Upon approval by the County, the Technical Specifications shall set forth the minimum performance requirements for the operation, management, and administration of the Broadband Network upon buildout and may only be amended by mutual agreement of the Parties.

3.9. Development Phase Costs. Developer shall be solely responsible for paying all costs incurred, including any third-party costs, associated with performing Developer's responsibilities described in this Article 3 during the Development Phase.

ARTICLE 4 CLOSING

4.1. Project Financing. Developer contemplates utilizing tax exempt, taxable bond financing, and/or other forms of third-party project financing to finance the Project (the "Project Financing"). Developer shall be solely responsible for the arrangement of any such Project Financing on or before the Due Diligence. Developer shall be solely responsible as to all aspects of the Project Financing and all costs related to same, provided that, at or prior to Closing, the County shall: (i) adopt a resolution supporting the Project ("Resolution") which Resolution shall be substantially in the form attached hereto as Exhibit "C," and (ii) execute the Ground Leases or provide such easements, licenses, or other legal instruments as are necessary to give Developer a sufficient interest in County Property to facilitate the construction of the Project.

4.2. Conditions to Developer's Closing Obligation. Developer's obligation to proceed with the Closing of such financing with respect to the Project is contingent upon satisfaction or Developer's waiver of the following (collectively, "Developer Closing Conditions"):

(a) All representations and warranties of County made in this Agreement shall be true, correct and complete in all material respects on and as of the Closing Date, as if such

representations and warranties were first made on the Closing Date.

(b) The Final Property List shall have been approved by the County.

(c) County shall have delivered to Developer the Resolution and the Ground Lease(s) and other legal instruments (if any) described in Sections 3.5, 3.6, and 4.1 hereof.

(d) County shall have performed all covenants and obligations required to be performed by County on or before the Closing Date, if any.

(e) County shall have caused the removal or resolution of any Prohibited Encumbrance impacting the County Property.

4.3. Failure of a Developer Closing Condition. If any Developer Closing Conditions have not been satisfied on or before the Closing Date, then Developer may, in its sole discretion, elect to either: (i) extend the Closing Date for up to ninety (90) days in order to permit the Party responsible for the Developer Closing Condition at issue additional time in order to attempt to satisfy the Developer Closing Condition, or (ii) terminate this Agreement by written notice to County, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). Developer shall have the right to unilaterally waive any Developer Closing Condition by written notice to County or by proceeding to the Closing.

ARTICLE 5 CONSTRUCTION PHASE

5.1. Commencement of Construction Phase. The Construction Phase shall commence on the day after the Closing Date and shall conclude upon final completion of the Project.

5.2. Construction of Broadband Network. Following Closing, Developer shall, at its sole cost and expense, complete construction of the Project in accordance with the Project Plans and the Construction Schedule. With respect to the Project, Developer shall: (i) furnish all of the material, labor and equipment for the construction of the Project in material accordance with the final Project Plans and Construction Schedule; (ii) provide and cause to be performed all construction management and construction engineering inspection services required in connection with the construction and delivery of the Project; (iii) provide and cause to be performed all of the construction services through the construction contracts customarily required in connection with the construction and delivery of the Project; and (iv) be responsible for obtaining all Governmental Approvals from all applicable governmental entities (including the County) in connection with the construction of the Project. The Project will be constructed in a good and workmanlike manner in substantial compliance with the Project Plans.

5.3. Responsibility for Construction Costs. Developer shall be solely responsible for all costs incurred in developing and constructing the Project in material accordance with the Project Plans.

5.4. Change Orders. Developer may order changes in the work with respect to the Project consisting of additions or deletions to, or other revisions in the Project Plans

(individually and collectively, a "Change Order"). All Change Orders shall be memorialized in writing and shall be prepared by Developer, stating in detail the change in work and any anticipated change in the scheduled date for the substantial completion and final completion thereof or any change in the cost thereof resulting from such Change Order. Developer shall submit all proposed Change Orders to the County for its review and comment. Any Change Order that alters the dates for substantial completion or final completion of the Project, or any phase thereof, from those described in the approved Construction Schedule shall require the express written approval of the County, in its sole discretion.

5.5. Mechanic's Liens. Developer shall not permit mechanic's liens or other liens or encumbrances related to the Project to be filed against County Property and ROW, or any portion thereof, by reason of work, labor, skill services, equipment or materials supplied or claimed to have been supplied to the Project at the request of Developer.

5.6 The Developer shall require all construction contractors performing work on the Project to furnish performance and payment bonds each in an amount at least equal to the total price of the applicable construction contract, as security for the faithful performance and payment of all of the obligations to be performed under such construction contracts. All performance and payment bonds shall be in a form approved by the County and the County shall be named as an additional obligee in all such performance and payment bonds.

All performance and payment bonds shall remain in effect until one year after the date when final payment on the construction contracts becomes due, except as provided otherwise by applicable laws or regulations. The bonds shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

If the surety on a bond furnished is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then the Developer shall promptly notify the County and shall, within 5 days after notice from the County to do so, require the contractor to provide another bond and surety, both of which shall comply with the bond and surety requirements above.

ARTICLE 6
OPERATIONS PHASE; COUNTY OPTION TO ACQUIRE BROADBAND NETWORK

6.01 Commencement of Operations Phase. The Operations Phase shall commence upon the Activation Date. The Activation Date shall be no later than 60 days following final completion of the Broadband Network, or each distinct phase thereof, as determined by the County. The Parties acknowledge that if the Project is constructed in phases, there may be different Activation Dates applicable to each phase of the Project.

6.02 Operation of Broadband Network. Developer shall operate, administer, market, promote, and maintain the Broadband Network and provide broadband internet service to County residents and businesses in accordance with the approved Technical Specifications for a minimum of thirty (30) years from the Activation Date. In operating, administering, and maintaining the Broadband Network, including acting as the internet service provider to residents and businesses within the County, the Developer shall comply with all applicable federal, state, and local laws, rules, and regulations, and Developer shall at all times maintain all applicable Governmental Approvals required for the effective and reliable operation of the Broadband Network.

6.03 County Option to Acquire Broadband Network. Thirty (30) years following the Activation Date (such date hereinafter referred to as the "Option Date"), the County shall have the option to acquire the Broadband Network, including all Network Facilities, all real property (or real property interests) on which any such Network Facilities are located, and all licenses, permits, and Governmental Approvals necessary for or related to the operation of the Broadband Network, for the price of \$100.00 paid to Developer. In the event the County wishes to exercise its option to acquire the Broadband Network under this Section 6.03, the County shall deliver notice of its intent to Developer at least one (1) year prior to the Option Date. If the County exercises its option under this Section 6.03, the Developer shall cooperate with the County to effectuate the conveyance of all Network Facilities and associated real property interests to the County and the orderly transition of the Broadband Network to the County.

ARTICLE 7
FURTHER ASSURANCES

The Parties acknowledge that this Agreement is being executed when the Project is at the conceptual stage and may not reflect all of the actions and documentation necessary to fully develop, construct, finance, operate, and maintain the Project as the Parties contemplate. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by County to Developer at Closing, County and Developer each agree to perform, execute and deliver, before, on or after Closing, any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further complete or finance the Project that is otherwise consistent with the provisions of this Agreement. Notwithstanding the foregoing, neither Party shall be obligated to assume any further liability or to incur any additional costs pursuant to this Article without each Party's consent.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1. Representations and Warranties of County. County represents and warrants to Developer that, to the best of its knowledge:

(a) The County is a political subdivision of the State of Florida and has all necessary power and authority to execute and execute this Agreement and any other documents or instruments to be executed and delivered by County pursuant to this Agreement and perform all of its obligations hereunder and thereunder. This Agreement and any other documents or instruments to be executed and delivered by County pursuant to this Agreement have been duly authorized by all requisite action on the part of County and, when executed and delivered, will constitute a valid and legally binding obligation of County enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by County or any other documents or instruments to be executed and delivered by County pursuant to this Agreement nor the performance of its obligations hereunder or thereunder will result in the violation of any provisions of its constitutional documents or will conflict with any other agreement to which County is a party or is otherwise bound.

(b) The County has the power and authority to execute and deliver this Agreement and to incur all obligations of County provided herein. The person executing this Agreement for County has been fully authorized and empowered to bind County. The performance and compliance by County with the terms, provisions and conditions of this Agreement do not and will not conflict with or result in any violation of any of the terms, conditions, or provisions of any agreement, obligation, lease, license, judgment, decree, order, statute, rule, or regulation applicable to County.

8.2. Representations and Warranties of Developer. Developer represents and warrants to County that, to the best of its knowledge:

(a) Developer is a corporation, duly incorporated and validly existing under the laws of the State of Florida, and has all necessary power and authority to execute and deliver this Agreement and any other documents or instruments to be executed and delivered by Developer pursuant to this Agreement and perform all of its obligations hereunder and thereunder. This Agreement and any other documents or instruments to be executed and delivered by Developer pursuant to this Agreement have been duly authorized by all requisite action on the part of Developer and, when executed and delivered, will constitute a valid and legally binding obligation of Developer enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Developer or any other documents or instruments to be executed and delivered by Developer pursuant to this Agreement nor the performance of its obligations hereunder or thereunder will result in the violation of any provisions of its constitutional documents or will conflict with any other agreement to which Developer is a party or is otherwise bound.

(b) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Developer which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of

the Project contemplated by this Agreement.

(c) Developer is in compliance with all laws, statutes, rules and regulations of any federal, state or local governmental authority in the United States of America applicable to Developer, all beneficial owners of Developer, and Developer's Representatives. Developer, Developer's beneficial owners, and Developer's Representatives are not listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control ("OFAC") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC.

ARTICLE 9 DEVELOPER'S COVENANTS AND COUNTY'S COVENANTS

9.1. Developer's Covenants. The Parties acknowledge County is entering into this Agreement based upon Developer's compliance with the following conditions after Closing:

(a) Developer shall cause the Project to be constructed in substantial accordance with the Project Plans, the Construction Schedule, and this Agreement.

(b) Upon Developer's completion of construction of the Project, Developer shall operate, manage, administer, and maintain the Broadband Network, including but not limited to serving as the internet service provider, in accordance with the approved Technical Specifications for a minimum of thirty (30) years from the Activation Date.

9.2. County's Covenants. The Parties acknowledge Developer is entering into this Agreement based upon County's compliance with the following conditions after Closing:

(a) County shall cooperate and provide all reasonable assistance in connection with Developer's efforts to obtain the approval and execution of design contracts, construction contracts, Project Financing documents, and any other documents related to Developer's responsibilities described in the Agreement. Such cooperation and assistance shall include, without limitation, (a) executing, filing, and joining in all necessary applications, petitions, and proceedings, and (b) permitting Developer to file and pursue such applications, petitions, and proceedings.

ARTICLE 10 TERM AND DEFAULT

10.1. Termination. The term of this Agreement shall commence on the date it is executed by the last Party to execute the Agreement. Except for rights or obligations which expressly survive the termination of this Agreement, this Agreement shall terminate thirty (30) years from the Activation Date, or if the Project is constructed in phases, the Activation Date for the first phase of the Project, unless extended by mutual agreement of the Parties.

10.2. Developer Default.

(a) If Developer materially breaches this Agreement, County shall give Developer written notice. Developer will have thirty (30) days from the receipt of such notice to

remedy the breach. If Developer fails to remedy the breach within said periods, County's remedies shall be: (i) the right to terminate this Agreement upon written notice to Developer, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), and (ii) the right to pursue any and all rights and remedies available in this Agreement, at law, and in equity to recover any damages incurred by County as a result of Developer's breach.

(b) A material breach by of this Agreement by Developer, shall include, but is not limited to the following: (i) a persistent, repeated, or substantial failure or refusal by either the Developer to substantially fulfill any of its material obligations in accordance with this Agreement; (ii) Developer is adjudged a bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed for Developer on account of its insolvency; (iii) Developer repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or (iv) Developer commits fraud in the pursuit of its obligations in this Agreement.

(c) Liquidated Damages.

1. The Parties recognize and agree: (1) time is of the essence with respect to the completion of construction of the Project and the County will suffer financial loss, including its loss of exclusive and reasonable beneficial use of County Property, if the Project is not completed in accordance with the approved Construction Schedule; (2) the County will suffer delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the County if the Project is not timely completed; and (3) due to the manner in which Developer contemplates financing the Project, the ground leases and/or other legal interests in County Property to be provided by the County under this Agreement may not be terminated after the Closing Date. As a result, the Parties intend for this Section 10.2(c) to provide a mechanism through which the County is compensated for its financial loss, including its loss of exclusive and reasonable beneficial use of County Property, in the event the Project, or a particular phase thereof, is not completed in accordance with the approved Construction Schedule.

2. Instead of requiring any proof of damages, the Parties expressly agree that as liquidated damages for delay and the County's loss of exclusive and reasonable beneficial use of County Property, but not as a penalty, Developer shall pay the County \$300.00 per acre of County Property included in the Final Property List for each month that expires after the final completion date for the Project, or, if the Project is constructed in phases, the final completion date for a particular phase thereof, contained in the approved Construction Schedule. The Parties expressly agree that this amount is an accurate representation of the fair market value of the County Property to be leased and/or otherwise used by Developer in association with the Project. Any liquidated damages due and owing to the County pursuant to this Section 10.2(c) shall be prorated to the day on which final completion is achieved.

(d) Failure to Activate or Operate Broadband Network. As described in Section 6.1, Developer shall have 60 days from the date of final completion of the Project, or a particular phase thereof, to activate the Broadband Network. The Broadband Network shall be considered "active" or "activated" if it is capable of providing broadband internet service to end users in accordance with the Technical Specifications, as determined by the County. After 60 days following final completion of the Project, or a particular phase thereof, if the Broadband Network is not active, except where due to a force majeure event as defined herein, the County may provide notice to Developer providing for a cure period of not less than ten (10) days. In the event the Broadband Network is not active after expiration of the cure period, Developer shall pay the County \$300.00 per acre of County Property included in the Final Property List for each month that expires until the Broadband Network is activated. Any amounts due to the County under this paragraph shall be prorated to the day on which the Broadband Network is activated.

10.3. County Default. If County materially breaches this Agreement, Developer shall give County written notice. County will have thirty (30) days from the receipt of such notice to remedy the breach. If County fails to remedy the breach within said time periods, Developer's sole remedies shall be: (i) the right to terminate this Agreement only by written notice to County, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), and (ii) the right to pursue a claim to recover direct and actual costs Developer incurred as result of County's breach.

10.4. Cumulative Remedies. No right or remedy herein conferred upon or reserved to a Party hereunder, unless provided otherwise, is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

ARTICLE 11 CLAIMS AND LIABILITIES

To the fullest extent permitted by law, Developer shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs from negotiation through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from this Agreement except to the extent caused by the gross negligence, intentional actions or willful misconduct of County or any party acting by, through or under County.

ARTICLE 12 INSURANCE

12.1. Developer, at its sole cost and expense, shall obtain and continuously maintain in full force and effect from the Effective Date until termination of this Agreement, the following insurance policies and minimum coverage amounts:

- (a) Professional Liability Insurance in an amount of not less than \$250,000 per occurrence.
- (b) Commercial General Liability, with combined single limits of not less than \$1,000,000 per occurrence. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501) or equal.
- (c) Business Auto Liability Insurance, with combined single limits of not less than \$200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.
- (d) Workers' Compensation Insurance, as required by the State of Florida. \$100,000 each accident and \$100,000 each employee and \$500,000 policy limit for disease.

12.2. Property Insurance. Developer, at its sole cost and expense, will obtain and continuously maintain in full force and effect from the date construction of the Project first commences until termination of this Agreement, policies of commercial property casualty insurance covering all of the improvements on the County Property and ROW, which shall include coverage not less broad than that provided by the ISO Cause of Loss – Special Form (ISO Form CP-10-30 or its equivalent). All such insurance will be obtained and maintained from and with a reputable and financially sound insurance company authorized to issue such insurance in Florida, with commercially reasonably deductible amounts. At all times, such insurance coverage will be in an amount equal to one hundred percent (100%) of the then-full replacement cost of the improvements.

12.3. Builder's Risk and Contractor Insurance. For the period commencing on the Closing Date and terminating after completion of construction of the Project, Developer shall maintain in full force and effect, on a completed value basis, builder's risk or other comparable coverage.

12.4. Certificates of Insurance; County Additional Insured.

- (a) Developer shall deliver to the County, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain under this Agreement.
- (b) All policies of insurance under this Article shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to County and to each other additional insured identified in therein.
- (c) The County shall be named as an additional insured with respect to all insurance policies required in this Section 12.4, with the exception of Workers Compensation Insurance.

12.5. Developer shall require all of Developer's Representatives to keep and maintain such insurance policies and coverage amounts as Developer itself is required to maintain pursuant to this Article 12, with the exception of Builder's Risk insurance, for so long as such Developer's Representatives remain actively engaged in any aspect of the planning, design, construction, maintenance, and/or operation of the Project. The County shall be named as an additional insured with respect to all insurance policies required pursuant to this Section 12.5, with the exception of Workers Compensation Insurance.

12.6. Waiver of Subrogation. The Developer, Developer's Representatives, and their respective insurance carriers shall waive all subrogation rights against the County, and its officials, employees, agents, and volunteers for all losses or damages which occur during the term of this Agreement. All insurance policies shall be endorsed with a Waiver of our Right to Recover from Others, Waiver of Subrogation, or equivalent.

ARTICLE 13 MISCELLANEOUS

13.1. Recitals. All recitals of this Agreement are incorporated herein by reference as if set forth in the body of this Agreement.

13.2. Assignment.

(a) Developer shall not assign its rights or obligations under this Agreement to another party without the County's express written consent. The County may request reasonable assurances from the Developer and/or the prospective third-party assignee that such prospective assignee is sufficiently capable of performing Developer's obligations under this Agreement, including but not limited to operating and maintaining the Broadband Network in accordance with this Agreement and the Technical Specifications. Notwithstanding anything in this Section to the contrary, Developer's rights and obligations under this Agreement may be assigned by Developer to any of Developer's Representatives specifically identified in Developer's RFP Response or any other entity that is in control of, controlled by, or under common control with Developer without County's written consent. No assignment pursuant to this Section shall release Developer of its obligations or duties under this Agreement, and that the assignee agrees to be specifically bound by the terms of this Agreement.

(b) County shall not assign its rights or obligations under this Agreement to another party without Developer's written consent, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary in this Section, this Agreement may be assigned by County to a County Affiliate or any other entity that is in control of, controlled by or under common control with County without Developer's written consent; provided, that no such assignment shall release County of its obligations or duties under this Agreement, and that the assignee agrees to be specifically bound by the terms of this Agreement.

13.3. Force Majeure. For purpose of this Agreement, the term "Force Majeure Events" shall mean any act of God, fire, earthquake, flood, explosion, police action, invasion, insurrection, riot, mob violence, sabotage, strike, terrorism, condemnation, any widespread health emergency or pandemic (including without limitation the ongoing COVID-19 pandemic),

any court order, judgment or decree or other judicial action, governmental acts or omissions (including without limit, permitting and other approvals necessary to effectuate the Project) or other causes beyond the control of the Parties, finding or adjudging the absence of the ability, right, power or authority of a Party to carry out the terms of this Agreement, or otherwise preventing or enjoining a Party from proceeding with its obligations under this Agreement, restraint by or of governmental, civil or military authorities, but specifically excluding from such definition of Force Majeure Events any delay in the issuance of permits or approvals caused by the action or omission of the Party (not acting in good faith) claiming a Force Majeure Event. Force Majeure Events shall not include County's inability to pay for the cost of complying with its obligations under this Agreement or Developer's inability to pay for its obligations. In order to claim an excuse for failure to timely perform or in order to obtain an extension of the period for performance of an obligation as a result of a Force Majeure Event, the affected Party shall: (i) use commercially reasonable efforts to mitigate the effects of a Force Majeure Event to end the suspension of performance by such Party; and (ii) give the other Party prompt written notice (but in any event no later than five (5) business days after the occurrence) describing the available particulars of the Force Majeure Event, including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder, and the affected Party shall thereafter furnish timely reports of the steps taken and progress made in overcoming the effects of the Force Majeure Event during the continuation of the Force Majeure Event and any period of excuse.

13.4. Brokers. Developer and County represent and warrant that they, respectively, have not dealt with any broker, agent, finder or similar party in connection with the transaction contemplated by this Agreement, and each of Developer and County hereby indemnifies and holds harmless the other from any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity, whether arising in any underlying action or in the enforcement of this right of indemnification) arising out of the falsity of the foregoing representation by such Party. The provisions of this Section 13.4 shall survive the Closing or any earlier termination of this Agreement.

13.5. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

13.6. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the matters and transactions contemplated hereby and all prior or contemporaneous agreements, oral or written, are superseded hereby.

13.7. Time of Essence. Developer and County hereby agree that time is of the essence regarding the terms and conditions of this Agreement.

13.8. Binding Effect. All the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. The obligations and rights contained herein shall run with the land and shall be binding on all successors and assigns of the Parties.

13.9. Notices. All notices which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given, delivered or made, as the case may be

(notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery against a written receipt, (b) one business day after having been deposited with an expedited, overnight courier service marked for next day delivery, or (c) when delivered by telecopy, facsimile, or e-mail (except the next business day when delivered after 5:00 p.m. (CST)), addressed to the Party to whom notice is intended to be given at the address set forth below:

If to County: Wilanne Daniels, County Administrator
2864 Madison Street
Marianna, FL 32448
(850)693-6657- telephone
Email: danielsw@jacksoncountyfl.gov

If to Developer: Dee Brown, President & CEO
The P3 Group, Inc.
2670 Union Ave Extended, Suite 915
Memphis, TN 38112
(800) 896-5502 - telephone
(901) 297-4132 - fax
Email: dbrown@thep3groupinc.com

With a copy to: Gill Ragon Owens
Attn: Heartsill Ragon
425 W Capitol Ave #3800
Little Rock, AR 72201
(501) 376-3800 - telephone
Email: ragon@gil-law.com

or to such other address as any Party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any Party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 13.9 or an electronic malfunction attributable to the receiving Party shall constitute delivery. This Section shall not preclude routine communication by the Parties by other means.

13.10. Waiver. The failure of either Party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such Party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

13.11. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

13.12. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, except by an instrument in writing signed by both Parties.

13.13. Counterparts, Separate Signature Pages and Facsimile Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by

facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile signatures together shall constitute one and the same Agreement.

13.14. Calculation of Days. If any date described in this Agreement for the performance of an action required hereunder by County, Developer and/or the Title Company falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter.

13.15. Interpretation. This Agreement and any related instruments shall not be construed more strictly against one Party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the Parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the Parties hereto and that both Parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

13.16. Compliance with Laws. All of County's obligations under this Agreement shall comply with all legal and statutory requirements.

13.17. Not an Offer. This Agreement or any draft thereof shall not be considered an offer to contract and shall not be binding against either Party until it is fully executed by both County and Developer.


13.18. Venue. Venue for any dispute arising from this Agreement shall be in Jackson County, Florida, or the United States District Court for the Northern District of Florida.

[SIGNATURES ON FOLLOWING PAGE]

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

DEVELOPER:

THE P3 GROUP OF FLORIDA, INC.,
A Florida Profit Corporation

By: 

Name: Dee Brown

Title: President and CEO

ATTEST:

By: 

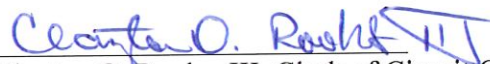
Name: Gene Adams

Title: Chief Administrative Officer

JACKSON COUNTY:

By: 
James Peacock, Chairman

ATTEST:


Clayton O. Rooks, III, Clerk of Circuit Court



internet service to residences and businesses within the County.

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

EXHIBIT A

JACKSON COUNTY REQUEST FOR PROPOSALS

2021-22: BROADBAND NETWORK

Information Available Upon Request: E-mail info@jacksoncountyfl.gov

EXHIBIT B

P3 GROUP, INC.'S RESPONSE TO

JACKSON COUNTY REQUEST FOR PROPOSALS

2021-22: BROADBAND NETWORK

Information Available Upon Request: E-mail info@jacksoncountyfl.gov

EXHIBIT C
FORM OF RESOLUTION

2021-45

**A RESOLUTION OF THE BOARD OF
COUNTY COMMISSIONERS OF JACKSON
COUNTY, FLORIDA, DESIGNATING P3
GROUP OF FLORIDA, INC., AS THE
DEVELOPER OF A BROADBAND NETWORK
DEVELOPMENT PROJECT.**

Whereas, on or about May 13, 2021, Jackson County, Florida (the "County") issued its Solicitation Number 2021-22 (the "Solicitation") pursuant to which the County sought to retain a qualified firm to design, install, operate and maintain a broadband Internet network to provide data services to the County in certain residential and commercial users (the "Project"); and

Whereas, P3 Group of Florida, Inc. ("P3 Group"), a wholly owned subsidiary of The P3 Group, Inc. provided a response to the Solicitation and, thereafter, was designated by County officials as the party chosen to serve as the developer of the Project; and

Whereas, the County now desires to evidence its decision to award Project developer status to the P3 Group and desires to take steps to immediately begin the design, engineering, development and construction of the Project.

Now, Therefore, be it resolved that:

1. The County does hereby designate and appoint P3 Group as the sole and exclusive developer of the Project and hereby directs P3 Group to take immediate steps to design, engineer, and develop the Project;
2. The County, through its duly authorized representatives, is hereby authorized to execute any and all development contracts that P3 Group might submit and that the County might further review and approve;
3. The Brown Foundation, Inc., a nonprofit corporation, is contemplated to establish a Florida Special Nonprofit Purpose Vehicle to be the issuer of taxable indebtedness in an amount necessary in order to engineer, develop and construct the Project. The County shall not be responsible for the repayment of, or liable in any way with respect to, such indebtedness; and
4. The execution of any final construction contracts and the issuance of any indebtedness related to the Project's development shall be expressly subject to and conditioned upon the review by the County of final engineering, construction and finance plans and documents that are contemplated to be submitted to the County at a later point in time for approval.

This Resolution was adopted at a duly convened meeting of the Jackson County Board of County Commissioners that occurred on December 14, 2021.

Jackson County, Florida

By: 

Title: Chairman

ATTEST:

