

## MODULAR OFFICE INSTALLATION AGREEMENT

THIS MODULAR OFFICE INSTALLATION AGREEMENT (this "Agreement"), is made and entered into this 19<sup>th</sup> day of October, 2017, by and between PP Keys 2016, LLC, a Florida limited liability company ("PP Keys"), having an address at 5625 2<sup>nd</sup> Avenue, Unit 6, Key West, Florida 33040 and KW RESORT UTILITIES CORP., a Florida corporation ("KWRU"), having an address at 6630 Front Street, Key West, Florida 33040.

### RECITALS

A. KWRU operates a wastewater facility located at 6630 Front Street, Key West, Florida 33040 ("Facility");

B. Hurricane Irma destroyed the office trailer located at the Facility, necessitating a new modular office of no more than 1,500 square feet ("Modular Office") be installed or constructed at the Facility;

C. PP Keys has the expertise in the logistics of obtaining, preparing sites and installing modular homes in the Florida Keys; and

D. KWRU desires, and PP Keys has agreed to, PP Keys obtaining from manufacture and arranging the transportation and installation and construction of the Modular Office at the Facility.

### AGREEMENT

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the premises and mutual covenants contained herein and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, the receipt and adequacy of which is hereby acknowledged, the parties hereto do hereby agree upon the following terms and conditions:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Modular Office. For all matters related to this Agreement, the parties agree to cooperate and work together to value engineer the construction and installation of the Modular Office in the most cost effective and efficient manner commercially possible. PP Keys shall obtain the Modular Office from a reputable modular building manufacturer (such as Jacobson, Champion, HBW, etc.) based upon agreed upon specifications and finishes between KWRU and PP Keys. PP Keys shall cause the construction and installation of the Modular Office on a location chosen by KWRU in accordance with all detailed architectural and engineering plans and working drawings (the "Plans"), such Plans to be reasonably approved by KWRU. PP Keys assumes no responsibility whatsoever, and shall not be liable, for the manufacturer's, architect's, or engineer's design or

performance of the Modular Office. The Plans shall be submitted to the appropriate governmental entities and agencies for approval and shall comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction over the Facility ("Legal Requirements") and PP Keys shall obtain all permits required and shall complete the Modular Office in accordance with the Plans.

3. Cap on Cost. The parties agree and acknowledge that all costs (hard and soft) involved in the manufacture, transportation, installation and construction of the Modular Office, and the most that KWRU will be responsible for is \$250,000.00.

4. Installation and Construction.

(a) The Modular Office construction and installation shall be completed in a manner so as to minimize any interference with the business or operation of the Facility.

(b) PP Keys shall use only licensed, insured contractors and subcontractors to complete the construction and installation of the Modular Office. KWRU is to be included as an additional insured for insurance coverages required of the general contractor. PP Keys shall inform its contractor, subcontractors, and material suppliers that the Facility shall not be subject to any lien to secure payment for work done or materials supplied. In the event a lien is placed on the Facility, PP Keys shall fully discharge any lien by settlement, bonding, or insuring over the lien in the manner prescribed by any applicable lien law.

(c) All inspections and approvals necessary and appropriate to complete the Modular Office in accordance with the Plans are the responsibility of PP Keys and its general contractor.

5. Completion of the Modular Office. The parties agree that the Modular Office shall be installed and shall be able to be occupied by March 31, 2018 ("Completion Date").

6. Damage Caused by Installation of Modular Office. Any damage to any part of the Facility which occurs due to the construction and/or installation of the Modular Office, shall be promptly repaired by PP Keys, at its expense, and all such work shall be done to KWRU's reasonable satisfaction.

7. Default and Remedies.

(a) Each of the following events shall be an "Event(s) of Default" by PP Keys under this Agreement:

(i) Failure to complete the Modular Office on or prior to the Completion Date;

(ii) Failure to comply with any obligations under this Agreement, if such failure continues for ten (10) days subsequent to written notice thereof; and/or

(iii) In the event that (i) PP Keys shall make an assignment for the benefit of creditors, or apply for the appointment of a trustee, liquidator or a receiver of any substantial

part of its assets, or shall commence any proceeding relating to itself under any bankruptcy, reorganization, arrangement or similar law; or (ii) if any such application is filed or proceeding is commenced against PP Keys and PP Keys indicates its consent thereto, or an order is entered appointing any such trustee, liquidator or receiver or approving a petition in any such proceedings and such order remains in effect for more than 60 days; or (iii) if PP Keys shall admit, in writing, its inability to pay its debts as they become due.

(b) Upon an Event of Default, KWRU may pursue any and all remedies available to it in law and/or equity.

8. Termination. Either party may terminate this Agreement upon 15 days written notice to the other party, provided that such notice is received prior to the date that (i) the modular production company commences production of the Modular Office and/or (ii) any deposit becomes non-refundable and cannot be returned. Any reasonable costs expended by PP Keys prior to the termination of this Agreement by KRWU shall be promptly reimbursed by KWRU.

9. Notice. Whenever notice is required under this Agreement, it shall be sent by certified mail, return receipt requested, by nationally recognized overnight courier service or by hand delivery to the address of the parties set forth in the preamble of this Agreement, provided the parties may change the address provided for above by notifying the other party of the new address in writing. Any notice given shall be effective upon receipt or refusal of delivery.

10. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. By execution of this instrument, the parties acknowledge that in the event of any dispute arising under this Agreement the sole venue for such dispute shall be Monroe County, Florida

11. Further Assurances. KWRU and PP Keys agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto.

12. Severability. If for any reason any provision of this Agreement is determined to be invalid, or unenforceable in any circumstance, such invalidity or unenforceability shall not impair the effectiveness of the other provision in this Agreement or, to the extent permissible, the effectiveness of such provision in other circumstances.

13. Successor and Assigns. The agreements contained herein shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties hereto. PP Keys shall not mortgage, pledge, sell, assign, hypothecate, or otherwise encumber, transfer or permit to be transferred in any manner or by any means whatsoever whether voluntarily or by operation of law, all or any part of its interest in this Agreement.

14. Amendments. No amendment or modification of this Agreement shall be effective executed by both parties.

15. Waiver of Jury Trial. Each of the parties waive trial by jury in any litigation, suit or proceeding between them in any court with respect to, in connection with or arising out of this Agreement, or the validity, interpretation or enforcement thereof.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all prior understandings or agreements between the parties.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement binding on the parties hereto.

[Signature to Follow]


IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals as of the date first above written.

Signed in the presence of:

**KWRU:**

**KW RESORT UTILITIES CORP., a Florida corporation**

Witness:   
Print Name: Greg Wright


By:   
Name: Christopher A. Johnson  
Title: President

Witness:   
Print Name: Robert Derrabery

**PP KEYS:**

**PP KEYS, LLC, a Florida limited liability company**

Witness:   
Print Name: Brandi Green

By:   
Name: Kristine Pabian  
Title: Manager

Witness:   
Print Name: BRANDI GREEN