

**RENEWAL ADDENDUM TO FIBER EXCHANGE AND
RECIPROCAL LICENSE AGREEMENT**

THIS RENEWAL ANNENDUM (“Addendum”) is made this ____ day of _____, 2025, by and between **MARTIN COUNTY**, a political subdivision (“County”) and **Blue Stream Communications LLC.**, a foreign corporation authorized to do business in Florida (“BLUE STREAM”).

RECITALS

WHEREAS, County and ITS Telecommunications Systems Inc. (ITS) entered into a Fiber Exchange and Reciprocal License Agreement dated November 30, 2010 (the “Agreement”).

WHEREAS, pursuant to Section 2.2 of the Agreement, the Agreement’s initial term ended on November 29, 2020; and

WHEREAS, Section 2.2 allows for four (4) optional renewal terms of five (5) years each upon the written agreement of both parties to each renewal term; and

WHEREAS, ITS duly notified the County in writing at least one (1) year prior to the end of the initial term that ITS desires to renew the Agreement for another five (5) years pursuant to Section 2.2; and

WHEREAS, the County and ITS exercised the first renewal option for the Agreement until November 29, 2025; and

WHEREAS, on October 6, 2020, ITS FIBER, LLC and ITS Telecommunications Systems, Inc., filed a Domestic Section 214 Application with the Federal Communications Commission requesting consent to transfer control of the Licensees to Blue Stream Communications LLC (Blue Stream); and

WHEREAS, on December 30, 2020, legal counsel for Blue Stream notified the FCC that the transfer of control of ITS Fiber, LLC and ITS Telecommunications Systems, Inc. to Blue Stream Communications LLC was completed on November 30, 2020; and

WHEREAS, Blue Stream has assumed ITS’s responsibilities as Licensee under the previous Renewal Option; and

WHEREAS, Blue Stream and County are willing to exercise the second renewal option for another five years pursuant to Section 2.2; and

WHEREAS, the Parties wish to amend the Agreement to include additional terms for Termination for Convenience, compliance with E-Verify requirements, public records requirements, prohibition on coercion for labor and services and assignment, as further described in **EXHIBIT F** of this Amendment; and

WHEREAS, the Parties desire to clarify and incorporate these amendments as set forth below to ensure compliance with applicable state and federal laws.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are hereby restated in their entirety.
2. The term of the Agreement in Section 2.2 is hereby extended from November 29, 2025, to November 29, 2030.
3. The Parties agree this is the second renewal and future renewals must comply with Section 2.2 of the Agreement.

4. The Agreement is hereby amended to include the provisions of Amendment F.
5. All other terms, covenants, and conditions of the Agreement remain the same and apply to the renewal periods.
6. Any copy of this Amendment signed by County and Blue Stream is as effective as a signed original for any purpose, including copies in electronic format (i.e., pdf) sent via email or sent by fax.

IN WITNESS WHEREOF, the parties have made and executed this Addendum on the respective dates under each signature: MARTIN COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the _____ day of _____, 2025, and BLUE STREAM COMMUNICATIONS SYSTEMS LLC signing by and through its Chief Executive Officer who is duly authorized to execute same.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

ATTEST:

By: _____
SARAH HEARD, CHAIR

By: _____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

ELYSSE ELDER, COUNTY ATTORNEY

[This area is left blank intentionally.]

BLUE STREAM COMMUNICATIONS LLC,

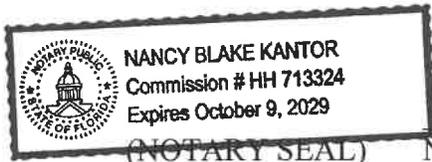
ATTEST:

John Jacobi
John Jacobi
Chief Financial Officer/ Secretary

By: Gavin Keirans
Gavin Keirans
Chief Executive Officer
Date: November 6, 2025

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6TH day of November, 2025, by Gavin Keirans as CEO for Blue Stream Communications LLC.



Nancy B. Kantor
Nancy B. Kantor

Personally Known OR ~~Produced Identification~~
Type of Identification Produced _____

EXHIBIT F

The Agreement is hereby amended to incorporate the following provisions, terms, and conditions, which shall have the same force and effect as if originally included in the Agreement:

1. **Termination for Convenience.** Martin County shall have the right to terminate this agreement for any reason or no reason at all by giving the Blue Stream at least 180 days advance written notice. The process to terminate services shall begin immediately upon notice from the County, however due to the complexity, the parties will agree that the full termination will take greater than 180 days.
2. **Assignment/Subcontracting.** BLUE STREAM shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, BLUE STREAM shall provide written notice to the COUNTY within thirty (30) business days of BLUE STREAM's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.
3. **E-Verify.** In compliance with Section 448.095, Fla. Stat., Blue Stream, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - i. Blue Stream shall require each of its subcontractors to provide Blue Stream with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Blue Stream shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - ii. The COUNTY, Blue Stream, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - iii. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Blue Stream otherwise complied, shall promptly notify Blue Stream and Blue Stream shall immediately terminate the contract with the subcontractor.
 - iv. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Blue Stream acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Blue Stream, Blue Stream may not be awarded a public contract for at least one (1) year. Blue Stream further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
 - v. *Subcontracts.* Blue Stream or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Blue Stream shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
4. **Public Records.** Failure to comply with the following provisions shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of

information is required by law or regulation or applicable legal or regulatory process, the COUNTY shall give notice as is practicable to the BLUE STREAM that such disclosure is required. BLUE STREAM shall comply with public records laws, specifically, BLUE STREAM shall:

- i. keep and maintain public records required by COUNTY to perform the service; and
- ii. upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; and
- iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if BLUE STREAM does not transfer the records to COUNTY; and
- iv. upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of BLUE STREAM or keep and maintain public records required by COUNTY to perform the service. If BLUE STREAM transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BLUE STREAM keeps and maintains public records upon completion of this Agreement, BLUE STREAM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF BLUE STREAM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC_RECORDS@MARTIN.FL.US, MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996