

SOLAR-POWERED MOBILITY FRANCHISE AGREEMENT

ARTICLE I - INTRODUCTION

This Agreement (“Agreement”) is made and entered into this 6th day of May, 2022 by and between:

- MACON-BIBB COUNTY (Individually and collectively, COUNTY)
- JPods LLC, a Wyoming company (JPODS), and Georgia Mobility Company LLC, a Georgia company (individually and collectively, COMPANY).
- This agreement establishes the terms and conditions between COUNTY and COMPANY to plan, design, construct, operate, and maintain a JPods solar-powered mobility network in COUNTY.

Whereas, COMPANY has patented technology to build grade-separated solar-powered mobility networks (Patent Number 6,810,817, Intelligent Transport System, the Physical Internet®)

“A method of controlling a transportation System for moving people, freight, and any combination whereof using a distributed network of intelligent devices without requiring the aid of a human driver”

“The method comprising Solar and wind power generators integrated into the Physical Structure of said Transportation System augmenting first power means”, and,

Whereas, JPods Intelligent Transport System (NETWORK) are lightweight, efficient, convenient, energy efficient, quiet, no emissions, solar-powered, and high capacity; and,

Whereas, COMPANY accepts responsibility to design, engineer, procure, fabricate, construct, install, certify, and operate NETWORK; and,

Whereas, COMPANY accepts responsibility for safety, operation, and certification as regulated by the STATE regulations (see Definitions in Paragraph 1):

Whereas, COMPANY accepts responsibility for building the NETWORK over roads so the movement of people and cargo flows in an efficient, convenient, comfortable, and safe manner, without unduly disrupting the flow of traffic on those roads; and,

Whereas, COMPANY agrees to provide a removal and restoration bond for the NETWORK if the NETWORK ceases operation for 60 days. The bond shall be by a bonding insurance company with an “A” or better rating by AM Best; and,

Whereas the COUNTY, desires to have safe, efficient, and sustainable transportation infrastructure; and,

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Whereas the COUNTY has sovereignty to grant Rights of Way (ROW) easements within the jurisdiction of the COUNTY.

NOW THEREFORE WITNESSTHETH, for \$10.00 and other good and valuable considerations, the receipt and sufficiency thereof are hereby specifically acknowledged, the parties hereto agree to the following:

1. **DEFINITIONS** - The capitalized terms used but not otherwise defined in this Agreement shall have the following meanings and definitions
 - 1.1. **NETWORK** - Transportation guideways, towers, poles, lines, inhaul cable, brackets, conduits, solar-collection units, transportation energy distribution, fixtures, self-driving vehicles, control systems, and necessary appurtenances owned or operated by COMPANY for the purpose of providing transportation services for public use.
 - 1.2. **Project**: A mutually agreed to NETWORK, comprehensively including all routes, stations, and infrastructure located in County.
 - 1.3. **JPODS** - JPods, LLC, and Georgia Mobility Company LLC which has sole ownership and management rights to plan, design, construct, own, operate, and maintain NETWORK.
 - 1.4. **Georgia Mobility Company** (MMC™) – Georgia Mobility Company LLC is licensed by JPODS to build JPODS NETWORKS in compliance with the laws and practices of the State of Georgia. JPODS will remain fully responsible for the actions of the MMC.
 - 1.5. **MACON Mobility Company** LLC (LMC™) – JPODS will form the MACON Mobility Company to own and operate the JPODS NETWORK in the City of Macon and County of Bibb, JPODS will remain fully responsible for the actions of the LMC.
 - 1.6. **COUNTY Utility System** - Facilities used for providing related public utility service owned or operated by COUNTY or agency thereof, including sanitary sewer, storm sewer and water service.
 - 1.7. **5x5 Standard** (5X5 STANDARD)
 - 1.7.1. Defines the regulatory framework for use of Public Ways for transportation services at least five times (5X) more efficient than other modes of transportation using those Public Ways (125 miles per gallon or equivalent economic work per unit of energy) for 5% of their gross revenues.
 - 1.7.2. **Right to Reject** - The COUNTY, for 30 days from plan submission date, may reject the NETWORK for any reason whatsoever, so long as that reason(s) is(are) stated in writing and submitted to the COMPANY as per this agreement.
 - 1.8. **Environmental Regulations** – The COUNTY grants environmental approval for deployment of the NETWORK based on:
 - 1.8.1. Average energy efficiency 5X for 5% of gross transportation revenues.
 - 1.8.2. No continuous disruption of the ground-water flows.
 - 1.8.3. No uniform linear barrier to the movement of people, animals or other modes of transportation.
 - 1.9. **Safety Regulations** (SAFETY REGULATIONS) – The NETWORK shall comply with Georgia’s [Office of Insurance and Safety Fire Commissioner](#) and [ASTM F24](#) standards used on the Disney Monorail and rides at Six Flags). This regulatory framework is used because:
 - 1.9.1. Private capital will invest in its known costs of regulations.
 - 1.9.2. It provides a 10,000 times better safety record than roads.
 - 1.9.2.1. ASTM injuries per million people is 0.9 injuries
 - 1.9.2.2. Federal DOT regulations injuries per million people on roads is 11,200.

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- 1.9.3. It has long been used in Georgia to keep pedestrians safe while in close proximity of power machine networks.
- 1.9.4. There is a well-established enforcement, inspection industry, commercial insurance, and common law.
- 1.9.5. This regulatory framework bypasses the Federal barriers to innovation stated in [Congressional Office of Technology Assessments Study PB-244854, Page 41, Institutional barriers to transportation innovation.](#)
- 1.10. **Notice** – A written notice served by one party on the other party referencing one or more provisions of this Agreement. Notices between the COUNTY and COMPANY shall be via mutually agreed to Internet Secure Server with archive capabilities, or by certified mail.
- 1.11. **Public Ground** - Land owned by the COUNTY for commercial use, parks, open space, or similar purposes, which is held for use in common by the public.
- 1.12. **Public Way** - The area on, over, or below any street, alley, walkway, bikeway, public utility easement, or other public right-of-way within the COUNTY in which the COUNTY has an interest.
- 1.13. **Rights of Way Regulations (ROW REGULATIONS)** - Access to Public Ways and Grounds shall be regulated in conformance with [Georgia's R.O.A.D.S. rights of way system.](#)
- 1.14. **Turn-key** - COMPANY, its assignees and those contracted by COMPANY /assignees, shall complete all project development and construction activities necessary to achieve a fully completed and operational NETWORK.
- 1.15. **Engineer** - The licensed engineer, appointed by COMPANY, responsible for the management and supervision of all project development and construction activities for the performance of the contract.
- 1.16. **Schedule** – The schedule for designing, building, and certification of services as specified in the mutually agreed to plan.
- 1.17. **Drawings** - All the drawings and technical data provided either by COMPANY or the COUNTY.
- 1.18. **Working Day** - The legal working day in the COUNTY.
- 1.19. **Machinery & Equipment** - All construction tools, machines and equipment.
- 1.20. **Instrument** - Instrument and implement for survey, construction, inspection, material inspection, experiment and so on.
- 1.21. **Secure Server** – The mutual agreed to secure server with archive capabilities.

2. PROJECT SCOPE

- 2.1. To be mutually agreed to by the Parties hereto.

3. ADOPTION OF FRANCHISE

- 3.1. **Grant of Franchise** - COUNTY hereby grants COMPANY, for a period of 30 years from the date passed hereof, the right to furnish guideway-based transportation services for public and private use within and through the limits of the COUNTY as its boundaries now exist or as they may be extended in the future. Nothing in this Agreement shall be construed to exempt COMPANY from any normal requirements relating to the maintenance, upkeep, or life safety of the NETWORK or any part thereof.
 - 3.1.1. For these purposes, COMPANY may construct, operate, repair, and maintain NETWORK in, on, over, under, and across the Public Grounds and Ways of COUNTY, subject to the provisions of this Agreement.

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- 3.1.2. COMPANY may do all reasonable actions necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the COUNTY pursuant to Agreement and to the further provisions of this franchise agreement.
 - 3.2. **Effective Date** – Written Acceptance: This franchise agreement shall be in force and in effect from and after the date hereof.
 - 3.3. **Capital Requirement** – COMPANY must provide proof of capital for each Phase, or the COUNTY may terminate the agreement for that and subsequent Phases:
 - 3.3.1. Phase 1: \$30 million in capital within 10 months be applied to building a NETWORK of limited length that can be certified to the SAFETY REGULATIONS (1.9) along 2nd Street between downtown and Mercer University.
 - 3.3.2. Phase 2: Ongoing capital investment to expand the Bibb County network as justified by public demand, which may be accomplished over the course of multiple expansion projects.
 - 3.4. **Service and Rates** – The service to be provided and the rates to be charged by COMPANY are to be high enough to provide for profitable operation, maintenance, servicing of capital requirements, and network expansion and low enough to encourage use of the NETWORK.
 - 3.5. **Dispute Resolution** – If either party asserts that the other party is in default in the performance of any obligation herein, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written via SECURE SERVER or via certified mail.
 - 3.5.1. Representatives of the parties shall promptly meet and attempt, in good faith, to negotiate a resolution of the dispute.
 - 3.5.2. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action, for which the exclusive venue shall lie in the State or Superior Courts of Macon-Bibb County, to interpret and enforce this franchise, or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.
4. **Project Phases and Steps**
- 4.1 **Project Phases** – The development, construction, and deployment of each new NETWORK or sub-NETWORK, defined to include the contemporaneous construction or demolition of one or more embarking/disembarking stations or one or more destination points for any new or existing NETWORK within the COUNTY shall be considered a new Phase of the PROJECT.
 - 4.2 **Phase 1 Authorized, Subsequent Phases Require Amendment** - This Agreement authorizes only for the COMPANY to begin work on the first Phase of the PROJECT. If any subsequent phase is to be added, then the COMPANY and COUNTY will prepare an amendment to the Agreement, identifying the location and terms of such Phase.
 - 4.3 **Phase Steps** – Each Phase shall be subdivided into three steps: (1) design, including financing, plan review, insurance, and bonding; (2) construction; and (3) operation of the

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franchise. For purposes of organization, the remainder of this Agreement will separate requirements into each step, as they may apply, and such requirements shall apply to all Phases of the Project, whenever begun.

ARTICLE II – DESIGN AND REVIEW

5. PLAN SUBMISSION AND REVIEW

5.1. Review by COUNTY

5.1.1. Before any land disturbance or construction may begin, COUNTY shall review all plans for compliance with any requirements as may be imposed by the COUNTY's engineer, including requirements imposed in consultation with any agency or governmental entity affiliated with the COUNTY.

5.2. Review by Third Parties

5.2.1. COMPANY understands that COUNTY does not represent or exercise any authority or jurisdiction over any of the following, and COMPANY further understands that review, approval, permitting, or additional requirements imposed by the following may be applicable to the Project, or to one or more Phases or Steps thereof:

5.2.1.1. Macon Water Authority

5.2.1.2. Macon-Bibb County Planning & Zoning Commission

5.2.1.3. Bibb County Sheriff's Office

5.2.1.4. Georgia Power Company

5.2.1.5. Georgia Department of Transportation, or equivalent federal offices

5.2.1.6. Georgia Public Service Commission, or equivalent federal offices

5.2.1.7. Georgia Department of Natural Resources, Environmental Protection Division, or equivalent federal offices

5.2.1.8. Georgia Office of the Commissioner of Insurance and Safety Fire, or equivalent federal offices

5.2.1.9. Other entities or government offices exercising jurisdiction over any matter impacted by the Project.

5.2.2. To the extent that any third-party governmental authority or office or private entity exercises lawful jurisdiction or control over the Project, or any component thereof, any approval granted by the COUNTY shall be granted exclusively upon the condition that the requirements of all such third parties have submitted their approval of the project to the COUNTY.

6. RESPONSIBILITIES

6.1. Responsibilities of the COUNTY

6.1.1. At no cost to the COUNTY, or as funded by COMPANY, the COUNTY will assist the COMPANY with project activities, such as public meetings, review/comment on routes, and coordinating with other users of the Rights of Way, permitting, utility relocations, and construction inspections.

6.1.2. At no cost to the COUNTY, or as funded by COMPANY, The COUNTY will cooperate with the COMPANY in working with other governments and networking companies.

6.2. Responsibilities of the COMPANY

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- 6.2.1. COMPANY shall complete all Project development activities, including feasibility studies, environmental studies, site survey, geotechnical engineering, engineering design, plan preparation, and permitting required for project approval.
- 6.2.2. COMPANY shall complete Project construction activities in coordination with COUNTY and in accordance with an approved schedule designed to minimize impacts to existing surface traffic operations and commercial/residential/other landowners adjacent to Public Grounds and Ways.
- 6.2.3. COMPANY shall actively prepare for the establishment of the NETWORK with the appropriate COUNTY agency.
 - 6.2.3.1. COMPANY may acquire land for construction purposes in accordance with statutory procedures and shall be in accordance with the relevant laws.
 - 6.2.3.2. The COMPANY will comply with applicable laws in transferring the NETWORK to the Local Mobility Company (LMC).
 - 6.2.3.3. The COMPANY will remain responsible for enforcing the standards required for NETWORKs. The COMPANY has all rights defined in its policies and procedures to enforce compliance by the Local Mobility Company (LMC).
- 6.2.4. COMPANY ensures successful implementation and operation of NETWORK via observation of performance metrics designed to:
 - 6.2.4.1. Guarantee the NETWORK operates in accordance with technical standards.
 - 6.2.4.2. Achieve public transportation needs and sightseeing functions.
 - 6.2.4.3. Maintain safe, quiet, reliable, and energy-efficient operations with zero emissions.
- 6.2.5. Facilitate COUNTY's long-term plans with improved transportation performance, safety metrics, and economic development associated with the successful implementation and operation of the NETWORK.
 - 6.2.5.1. Help COUNTY promote the application of NETWORKs and sustainable transportation solutions.
 - 6.2.5.2. If any sub-network within the NETWORK ceases to operate for 60 days, the COMPANY shall remove above ground components of the NETWORK expeditiously, within 6 months.
- 6.2.6. JPODS, LLC; Georgia Mobility Company, LLC; and Macon Mobility Company, LLC, by executing this Agreement, each guarantee that they will be jointly and severally liable for any legally recoverable loss, injury, or claim raised by COUNTY or by any person against any such entity, and arising out of the performance of any part of this Agreement, or of the operation of the NETWORK, and that such mutual guarantees will remain on file with the Clerk of Commission of Macon-Bibb County along with this Agreement. No entity which is a party to this agreement shall in any way divest or transfer any part of its interest or obligations under this Agreement to any additional person or entity that is not a party to this Agreement without first notifying COUNTY in writing of the fact and extent of such divestment or transfer.

7. 5X5 STANDARD

- 7.1. System design, fabrication, installation, safety, insurance, inspection practices shall comply with SAFETY REGULATIONS (paragraph 1.8). All certificates of insurance shall be subject to the approval of the COUNTY, with current copies kept on file with the COUNTY;

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and shall name the COUNTY; JPods, LLC; Georgia Mobility Company, LLC; and Macon Mobility Company, LLC as additional insureds.

- 7.2. Environmental approvals are granted based on the NETWORK exceeding the efficiency of existing roads by the 5X5 STANDARD as measured in passenger-mile per unit of energy consumed.
 - 7.2.1. The COMPANY will document to the COUNTY's satisfaction that the NETWORK exceeds by 5 times (5X) the efficiency of transport modes currently operating in the Public Grounds and Ways, measured by exceeding 125 miles per gallon (5X5 STANDARD).
 - 7.2.2. The COMPANY agrees it shall take all feasible measures to ensure that the provisions of this Agreement shall be carried out with due regard to ecological and environmental factors and in compliance with all applicable government environmental regulations.
- 7.3. The NETWORK will be configured to collect at least 2 megawatt-hours per typical mile from renewable sources where access to sunshine is reasonably available. The NETWORK will store, transport, and use its collected energy to be carbon-neutral and energy self-reliant.
- 7.4. All taxes and fees assessed on the NETWORK for the use and occupancy of COUNTY rights of way shall be limited to 5% of gross revenues of and paid to the aggregate rights-of-way holders by the LMC, guaranteed by COMPANY. Nothing in this Agreement shall be construed to exempt COMPANY from any applicable taxes, including occupation or ad valorem taxes, or any incidental charges associated with requests for unusual or special service from COUNTY staff, such as building inspection fees.

8. LOCATION, OTHER REGULATIONS

- 8.1. **Location of Facilities** - NETWORK shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Grounds and Ways and so as not to disrupt normal operation of any COUNTY Utility System therein. NETWORK shall be located as determined by joint agreement between the COUNTY and COMPANY.
 - 8.1.1. COMPANY'S construction, reconstruction, operation, repair, maintenance, power, power distribution, and location of NETWORK shall be subject to permits if required by separate Agreement and to other reasonable regulations of the COUNTY to the extent consistent with the terms of this franchise agreement.
 - 8.1.2. COMPANY may abandon underground components of the NETWORK in place, provided that, at the COUNTY's request, COMPANY will remove those components interfering with a COUNTY improvement project to the extent such NETWORK components are uncovered by excavation as part of the COUNTY improvement project within 4 months of abandonment.
- 8.2. **Shared Use of NETWORK** - COMPANY shall make space available on its NETWORK for COUNTY fire, water utility, police, or other COUNTY facilities upon terms and conditions acceptable to COMPANY whenever such use will not interfere with the use of such NETWORK by COMPANY.
 - 8.2.1. The COUNTY shall pay for any added costs or lost profits incurred by COMPANY because of such use by the COUNTY, which shall be agreed upon prior to such

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installation. To the extent practical and commercially viable, the COMPANY will allow use of NETWORK by telephone, cable television, and other communication companies at typical commercial rates.

8.2.2. COMPANY is free to implement agreements for non-interference use of its structures with the exception of COUNTY non-interference codes.

9. **INSURANCE REQUIREMENTS**

9.1. The COMPANY shall maintain commercial insurance in accordance with SAFETY REGULATIONS (paragraph 1.8).

9.2. The COMPANY shall maintain a removal and restoration bond sufficient to fund the removal of all NETWORK facilities and the restoration of the impacted COUNTY rights of way to a condition as good as or better than existed prior to installation of such facilities. To the extent that the COMPANY can maintain an independent certification from a professional engineer or Georgia licensed general contractor, updated no less than annually, that the salvage value of the NETWORK materially exceeds the cost of demolition and restoration, then no removal and restoration bond shall be required.

10. **AS-BUILT DRAWINGS**

10.1. Following the completion of construction, but prior to the start of operation of the Network, COMPANY shall file copies of as-built construction drawings with the County Engineer.

ARTICLE III – CONSTRUCTION

11. **POST-CONSTRUCTION ALTERATIONS AND MAINTENANCE**

11.1. **Street Openings** - COMPANY shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the COUNTY, if required by a separate Agreement, for which the COUNTY may impose a reasonable fee.

11.1.1. Permit conditions imposed on COMPANY shall not be more burdensome than those imposed on other utilities for similar facilities or work. COMPANY may, however, open and disturb any Public Ground or Public Way without permission from the COUNTY where an emergency, which threatens the loss of life or serious injury to any person, exists requiring the immediate repair of NETWORK. In such event, COMPANY shall notify the COUNTY by telephone, email and/or the website deployed to coordinate with the office designated by the COUNTY as soon as practicable. Not later than the second working day thereafter, COMPANY shall obtain any required permits and pay any required fees.

11.2. **Restoration** - After undertaking any work requiring the opening of any Public Ground or Public Way, COMPANY shall restore the same, including paving, vegetation, and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for two years thereafter that are a consequence of COMPANY actions, not to include consequences such as extreme weather, vandalism, or other work by the COUNTY.

11.2.1. The work shall be completed as promptly as weather permits, and if COMPANY shall not promptly perform and complete the work, remove all dirt, rubbish, equipment, and material, and put the Public Ground or Public Way in the said condition, the COUNTY shall have, after demand to COMPANY to cure and the passage of a reasonable period of time following the demand, but not to exceed

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five days, the right to make the restoration at the expense of COMPANY. COMPANY shall pay to the COUNTY the reasonable cost of such work done for or performed by the COUNTY.

11.2.2. This remedy shall be in addition to any other remedy available to the COUNTY for noncompliance with this Section.

11.3. **Avoid Damage to NETWORK** - Nothing in this Agreement relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging NETWORK while performing any activity.

11.3.1. No one except those authorized by the COMPANY may perform work on the NETWORK.

11.3.2. The COUNTY shall notify the COMPANY in advance of any work being performed under its authority that could potentially destabilize any part of Public Grounds and Ways through which NETWORK is deployed.

11.4. **Notice of Improvements** - The COUNTY must give COMPANY reasonable notice of plans for improvements to Public Grounds and Ways where the COUNTY has reason to believe that NETWORK may affect or be affected by the improvement.

11.4.1. The notice must be given to the COMPANY in a sufficient length of time in advance of the actual commencement of the work to permit the COMPANY to make any necessary additions, alterations, or repairs to its NETWORK.

11.4.2. The COMPANY shall provide the COUNTY notice of improvements within the COUNTY permitting process for structures that intersect Public Grounds and Ways. COMPANY improvements to electronics, software, mechanics, and components of the NETWORK, which are trade secrets of the COMPANY, shall not be disclosed and will be accounted for within the insurance, safety, and operations documents of the COMPANY.

12. RELOCATIONS

12.1. **Relocation of NETWORK in Public Grounds and Ways** - If the COUNTY determines to vacate a Public Ground or Way for a COUNTY improvement project, or to grade, regrade, change the line of any Public Ground or Way, or construct or reconstruct any COUNTY Utility System in any Public Ground or Way, the COUNTY may order the COMPANY to relocate its NETWORK located therein if relocation is reasonably necessary to accomplish the COUNTY's proposed public improvement with the following conditions.

12.1.1. COMPANY is authorized to reuse removable versions of its NETWORK in initial deployments when ridership is uncertain or in areas where removal is likely.

12.1.2. Except as provided in Section 4.3, the COMPANY shall relocate its NETWORK and be reimbursed the cost of such relocation. Reimbursements shall be in the form of deductions from payments made under the 5X5 STANDARD. Lost revenues as a result of the NETWORK ceasing operations during such relocation efforts shall not be reimbursable as part of relocation expenses.

12.1.3. The COUNTY shall give the COMPANY reasonable time frame to relocate for a COUNTY improvement project, or to grade, regrade, or change the line of any Public Ground or Way or to construct or reconstruct any COUNTY Utility System.

12.2. **Relocation of NETWORK in Public Ground** - COUNTY may require COMPANY, at COUNTY's expense, to relocate or remove its NETWORK from Public Ground upon a finding by

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COUNTY that the NETWORK have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

- 12.3. **No Waiver** - The provisions of this franchise apply only to facilities constructed on Public Grounds or Ways and shall not be construed as to waive or modify any rights obtained by COMPANY for installations within Rights-of-Way not owned by COUNTY.

ARTICLE IV – OPERATIONS

13. TREE TRIMMING AND OTHER HAZARDS

- 13.1. The COMPANY will, at its expense, trim trees and shrubs, and keep grass cut to no taller than 18 inches, in the Public Grounds and Ways of COUNTY to avoid interference with the proper construction, operation, repair, and maintenance of the NETWORK.
- 13.2. The COMPANY shall save the COUNTY harmless from any liability arising therefrom, and is subject to permits or other reasonable regulations by the COUNTY for Tree Trimming tasks.
- 13.3. Hazards identified by the COMPANY not on Public Grounds or Ways or owned by third parties shall be mitigated by the COUNTY. The COMPANY may fund mitigating those risks, with such funds being deducted from the 5X5 STANDARD payments.

14. FORCE MAJEURE

- 14.1. None of the parties hereto shall be in breach of its obligations under this Agreement under the occurrence of an Event of Force Majeure. An Event of Force Majeure shall mean an event which is beyond the control or ability of the party affected to prevent, avoid, or remove, and shall include:
- 14.1.1. War (whether declared or not), hostilities, invasion, armed conflict, act of foreign enemy, insurrection, strike, revolution, or usurped power.
- 14.1.2. Nuclear explosion, radioactive or chemical contamination or ionizing radiation.
- 14.1.3. Acts of terrorism, sabotage, or criminal damage.
- 14.1.4. Natural catastrophes, including but not limited to earthquakes, floods, exceptional inclement weather, and subterranean spontaneous combustion.

15. INDEMNIFICATION

- 15.1. **Indemnity of COUNTY** - COMPANY shall indemnify, keep, and hold the COUNTY free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the NETWORK located in the Public Grounds and Ways.
- 15.1.1. The COUNTY shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the COUNTY's negligence as to the issuance of permits for, or inspection of, COMPANY's plans or work.
- 15.1.2. The COUNTY shall not be indemnified if the injury or damage results from the performance in a proper manner, or acts reasonably deemed hazardous by COMPANY, and such performance is nevertheless ordered or directed by COUNTY after notice of COMPANY's determination.
- 15.2. **Defense of COUNTY** - In the event a suit is brought against the COUNTY under circumstances where this agreement to indemnify applies, COMPANY at its sole cost

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and expense, shall defend the COUNTY in such suit if written notice thereof is promptly given to COMPANY within a period wherein COMPANY is not prejudiced by lack of such notice.

15.2.1. If COMPANY is required to indemnify and defend, it will thereafter have control of such litigation, but COMPANY may not settle such litigation without the consent of the COUNTY, which consent shall not be unreasonably withheld.

15.2.2. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the COUNTY, and COMPANY, in defending any action on behalf of the COUNTY, shall be entitled to assert in any action every defense or immunity that the COUNTY could assert in its own behalf.

15.2.3. This franchise agreement shall not be interpreted to constitute a waiver by the COUNTY of any of its defenses of immunity or limitations on liability under other applicable statutes.

15.3. **Indemnities** – To the extent allowed by law, each of the parties hereto shall indemnify and hold harmless each of the other parties against any injury, damage, loss, or expense which is attributable to:

15.3.1. Any breach or non-performance by the indemnifying party of the provision of this Agreement.

15.3.2. Negligence, default, or other act of omission giving rise to a cause of action by any third party under any relevant law on the part of the indemnifying party or its employees or agents in the course of or arising out of the implementation of the project.

15.4. **Third party claims** - Each of the parties hereto agree that, if and to the extent that any third-party claim is accepted as valid but cannot expeditiously be determined to be attributable to any particular party to this contract, all the parties shall pay claim hereto in respect of which liability cannot clearly be excluded, in their Proportionate Ratio, until it is finally determined which of the parties hereto (and to what extent) are responsible for the payment of such damages. To the extent that Sovereign Immunity may apply to shield County from such claims, any alleged apportioned liability on the part of COUNTY may be considered for the purposes of apportioning the COMPANY's liability, but the dollar amount owed by COUNTY under such apportionment shall be zero.

15.5. **Consequential Losses** - None of the parties hereto shall be liable to any other party under this Agreement for any claim of loss of profits, or any other consequential or indirect damages, suffered by that other party provided that this exclusion shall not apply to any damages payable by a party under a liability to any third party in respect to which that party has a right of indemnity under the provisions of this Section 10.

15.6. **Patent Claim** - None of the parties hereto shall lodge any claim against another party on grounds of the infringement by that other party upon any patent right, copyright, or other similar right relating to the use of technical information where such use arises from the implementation of the NETWORK.

16. CONFIDENTIAL INFORMATION

16.1. Each of the parties hereto shall use its best endeavor to keep in strict confidence and shall bind all of its staffs and employees to keep in strict confidence, all commercial and technical information in whatever form acquired by it (whether directly or

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indirectly) from or concerning any other party under this Agreement or in connection with the Implementation of the project (Confidential Information). None of the parties hereto shall utilize such Confidential Information for any purposes other than those contemplated in this Agreement. Notwithstanding the other terms of this Agreement, both parties acknowledge that COUNTY is subject to the Georgia Open Records Act, and Open Meetings Act, and the COUNTY is not able to guarantee the confidentiality of any item unless it is lawfully filed with COUNTY as a trade secret in accordance with O.C.G.A. § 50-18-72(a)(34).

16.2. Further, none of the parties hereto shall, at any time, disclose any Confidential Information to any person who is not a party to this Agreement for any purposes other than those contemplated in this Agreement without the prior approval of all the relevant parties hereto.

16.3. The following information shall be excluded from the foregoing scope of Confidential Information:

16.3.1. Information which at the time of disclosure is generally available to the public.

16.3.2. Information which after disclosure becomes generally available to the public through no fault of the receiving party.

16.3.3. Information which the receiving party can show was in its possession prior to disclosure and which was not acquired directly or indirectly from any other party hereto.

16.3.4. Information which the receiving party can show, was received by it after the time of disclosure without any obligation of confidentiality and which was not acquired directly or indirectly from either of the other parties hereto.

16.3.5. Information directly related to public safety under this agreement.

16.4. The Confidentiality obligations set out in Section 11 above shall survive the termination of this Agreement and the COMPANY shall impose the same confidentiality obligations as afore said upon any qualified contractors which may have access to any confidential information during the implementation of the projects.

16.5. To the extent practical Confidential Information shall be stored in a SECURE SERVER.

17. VACATION OF PUBLIC GROUNDS AND WAYS

17.1. The COUNTY shall give COMPANY at least six months prior written notice of a proposed vacation of a Public Ground or Way.

17.2. The COMPANY shall have a reasonable opportunity to purchase the vacated Public Grounds and Ways at fair market price. If the vacated Public Grounds or Ways are involved with the demolition resettlement of these major facilities, such as energy related public utility service, communication cables, transformer facilities and underground construction, the COMPANY shall pay for the reasonable resettlement fees in accordance with the provisions of a separate Demolition Agreement passed by COUNTY.

17.3. Except where required for a COUNTY improvement project, the vacation of any Public Ground or Way, after the installation of NETWORK, shall not operate to deprive COMPANY of its rights to operate and maintain such NETWORK until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to COMPANY. In no case, however, shall COUNTY be liable to COMPANY for failure to specifically preserve the Public Grounds and Ways.

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18. FRANCHISE FEE

- 18.1. **Fee Schedule** - During the term of the franchise hereby granted, and in lieu of all permit or other fees to be imposed on COMPANY, the COUNTY may impose on COMPANY a franchise fee not to exceed five percent (5%) of the COMPANY's Gross Revenues from transportation provided within the COUNTY's Public Grounds and Ways. Nothing in this Agreement shall be construed as exempting COMPANY from the payment of other ordinary fees and charges that are ordinarily imposed on other members of the community for special services, lawful taxes, including ad valorem and occupation taxes, or any other costs lawfully imposed.
- 18.2. **Terms Defined** - For the purpose of this Section, the following definitions apply:
- 18.2.1. **"Gross Revenue"** means all sums received by the LMC for transportation services to its customers traveling via the NETWORK located within the COUNTY's Public Grounds and Ways.
- 18.2.2. **Collection of the Fee** - The franchise fee shall be paid monthly and shall be based on the amount collected by COMPANY during the period for which payment is to be made.
- 18.2.2.1. The payment shall be due on the 10th day of the month following the period for which the payment is made.
- 18.2.2.2. The franchise fee may not be changed for the period of the franchise.
- 18.2.2.3. The time and manner of collecting the franchise fee may be subject to reasonable changes by the COUNTY.
- 18.2.2.4. Additionally, the COMPANY agrees to provide at the time of each payment a statement summarizing how the fee payment was determined, including information showing fare-box receipts in the period for which the payment is being made to account for any uncollectables, refunds, error corrections, and other relevant data.
- 18.2.3. **Inspection Rights**
- 18.2.3.1. COMPANY shall provide such auditors and inspectors as the COUNTY may from time to time designate in writing with reasonable access to any facility or database controlled by COMPANY which includes ridership and fare revenue data for any NETWORK located within COUNTY. Such access shall be for the limited purpose of performing audits or examinations for the COUNTY, including the records and controls COMPANY uses in providing services under this Agreement. COMPANY may require up to fifteen (15) days' written notice for an on-site inspection of a Facility. Such access shall include a right to access all records which substantiate any franchise fees paid under this Agreement. COMPANY shall provide to such auditors and inspectors any assistance that they reasonably request.
- 18.2.3.2. The COUNTY shall inform any third-party auditors and inspectors who receive Confidential Information of the confidentiality obligations contained in this Agreement and shall require such auditors and inspectors to be bound by such confidentiality obligations.
- 18.2.3.3. Following any audit or examination of COMPANY pursuant to this Paragraph, the COUNTY may conduct (in the case of an internal audit), or instruct its external auditors or examiners to conduct, an exit conference

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with COMPANY and, at such time or as soon as available thereafter, brief COMPANY with respect to the portions of such audit or examination (whether draft or final) regarding COMPANY or the Work and provide copies of such applicable portions for COMPANY's records.

18.2.3.4. In the event that any underpayment of franchise fees is discovered and reported to COMPANY no later than December 31st of the third calendar year following the calendar year in which COMPANY's fee obligation was accrued, COUNTY shall be entitled to recover payment of any such underpaid franchise fees. Underpaid franchise fees which are not reported to COMPANY on or before December 31st of the third calendar year after the calendar year in which they accrue shall be non-recoverable, provided that such time shall be tolled if the reason for COUNTY's failure to discover or report such underpayments was in part because of the intentional withholding of information by COMPANY in violation of this Agreement.

18.2.4. **Non-Exclusivity of Franchise** – Nothing in this Agreement shall be construed to prevent COMPANY from entering into any similar agreement with any other jurisdiction, nor to prevent COUNTY from entering into any similar agreement with any other company to provide the same or substantially similar services within the COUNTY. This is in compliance with the Georgia Constitution, Article I, Bill of Rights, Section VI, Paragraph V: *"Shall not have the power to authorize any contract or agreement which may have the effect of or which is intended to have the effect of encouraging a monopoly, which is hereby declared to be unlawful and void."*

ARTICLE V - MISCELLANEOUS

19. MISCELLANEOUS PROVISIONS

- 19.1. **Time Of Essence** - Time is of the essence of each provision of this Agreement.
- 19.2. **Consent Of parties** - Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval. For purposes of this Agreement, consent or approval expressed by any authorized representative of JPods, LLC; Georgia Mobility, LLC; or Macon Mobility, LLC shall constitute the consent and approval of, and shall be binding upon, all three entities.
- 19.3. **Successors And Assigns** - This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- 19.4.
- 19.5. **Exhibits** - All Exhibits referred to are attached hereto and incorporated herein by this reference.
- 19.6. **Integrated Agreement** - Modification: This instrument contains the entire agreement of the parties and cannot be amended or modified except by a written agreement, executed by the parties to this agreement, as amended.
- 19.7. **Captions** - The captions of this Agreement are for convenience purposes only, and shall have no effect on its construction or interpretation.
- 19.8. **Singular and Plural; Gender** - When required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and the feminine shall include the masculine, and the impersonal pronoun "it" shall refer to

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either of the above, a corporation, partnership, joint venture, or other entity, regardless of number or gender.

- 19.9. **Execution Of Documents** - The parties hereto hereby agree to execute and deliver such further instruments, agreements, contracts, and documents, as may be reasonably required to effectuate the stated and intended purposes of this Agreement.
- 19.10. **Counterparts** - This Agreement may be executed simultaneously in one (1) or more counterparts, including digital or electronic counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 19.11. **Severability** - Every section, provision, or part of this Agreement is declared separate from every other section, provision, or part, and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part.
- 19.12. **Priority** - Where a provision of any other COUNTY Agreement conflicts with the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 19.13. **Limitation on Applicability** - This Agreement constitutes a franchise agreement between the COUNTY and COMPANY as the only parties, and any clause in this franchise agreement shall not benefit any third party (including the majority of the public) in any way any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
- 19.14. **Effective Date of Agreement** – Notwithstanding the signatures of the COUNTY officials on this Agreement, this Agreement shall not become effective and shall not be binding upon the COUNTY in any way unless and until the same is ratified by a public vote of the Macon-Bibb County Commission.

20. AMENDMENT PROCEDURE

- 20.1. The parties to this Agreement may, at any time, propose that the Agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate.
- 20.2. If an amendment is agreed upon, the Agreement shall be amended by preparing a written amendment document to be executed by all Parties.

21. PREVIOUS FRANCHISES SUPERSEDED

- 21.1. This franchise supersedes any previous transportation franchise granted to COMPANY or its predecessor.

22. ARBITRATION and LEGAL DISPUTES

- 22.1. Any disputes arising out of this Agreement will be resolved in accordance with the provisions in Section 3.5, above. If the parties so choose, the parties may also participate in non-binding arbitration as an alternative form of dispute resolution. Any such proceeding shall be governed by ICC Regulation (Rules of Conciliation and Arbitration of the International Chamber of Commerce, latest Edition), but the results thereof shall not be binding or enforceable against any party.
- 22.2. Legal disputes shall be resolved under the Laws of the State of Georgia.


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IN WITNESS WHEREOF, the Parties have executed this FRANCHISE AGREEMENT on this 6th Day of MAY, 2022.

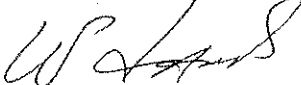
MAON-BIBB COUNTY, GEORGIA

By: 

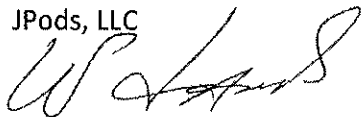
GEORGIA MOBILITY COMPANY, LLC


By: William James, President

MACON MOBILITY COMPANY, LLC


By: William James, CTO

JPods, LLC


By: William James, President