
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13G

Under the Securities Exchange Act of 1934

BRP GROUP, INC.

(Name of Issuer)

CLASS A COMMON STOCK, PAR VALUE \$0.01 PER SHARE

(Title of Class of Securities)

05589G102

(CUSIP Number)

L. Lowry Baldwin

4010 W. Boy Scout Blvd.

Suite 200

Tampa, Florida 33607

(866) 279-0698

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 31, 2019

(Date of Event which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

Rule 13d-1(b)

Rule 13d-1(c)

Rule 13d-1(d)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Names of Reporting Persons. L. Lowry Baldwin	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 18,933,907 (1)
	6.	Shared Voting Power 16,257,507 (2)(3)
	7.	Sole Dispositive Power 18,933,907 (1)
	8.	Shared Dispositive Power 0 (2)
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 35,191,414 shares of Class A Common Stock (1)(2)(3)	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 63.9% (3)(4)	
12.	Type of Reporting Person (See Instructions) IN	

(1) The total number of shares reported by L. Lowry Baldwin is equal to 18,933,907 shares that are owned by Baldwin Insurance Group Holdings, LLC, an entity controlled by L. Lowry Baldwin.

(2) As more fully described in Item 4 of this Schedule 13G, L. Lowry Baldwin may be deemed to beneficially own, as a result of certain voting covenants on matters submitted to the Issuer's common stockholders pursuant to the Voting Agreement (as defined below), an aggregate of 16,257,507 shares of Class A common stock that are beneficially owned by the Reporting Persons. Capitalized terms used herein are defined in Items 2(a) or 4 below.

(3) As more fully described in Item 4 of this Schedule 13G and for the purposes of Rule 13d-3 promulgated under the Securities Exchange Act of 1934 Exchange Act (the "Exchange Act"), each of the Reporting Persons (other than Highland (as defined below) and Brian Daly) may be deemed to beneficially own, as a result of certain voting covenants on matters relating to the election of certain directors pursuant to the Villages Voting Agreement (as defined below), an aggregate of 6,263,805 shares of Class A common stock that are beneficially owned by The Villages Invesco, LLC. Capitalized terms used herein are defined in Items 2(a) or 4 below. Each such Reporting Person expressly disclaims beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) with respect to any shares of common stock in which such Reporting Persons does not have a pecuniary interest.

(4) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Baldwin Insurance Group Holdings, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 18,933,907
	7.	Sole Dispositive Power 0
	8.	Shared Dispositive Power 18,933,907
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 18,933,907 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 48.8% (1)	
12.	Type of Reporting Person (See Instructions) OO	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Millennial Specialty Holdco, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization Florida	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 4,285,714
	7.	Sole Dispositive Power 0
	8.	Shared Dispositive Power 4,285,714
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,285,714 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 17.8% (1)	
12.	Type of Reporting Person (See Instructions) OO	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Elizabeth H. Krystyn	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 3,090,876 (2)
	7.	Sole Dispositive Power 3,090,876
	8.	Shared Dispositive Power 0
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,090,876 shares of Class A Common Stock (2)	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 13.5% (1)(2)	
12.	Type of Reporting Person (See Instructions) IN, OO (Trustee)	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

(2) The total number of shares reported by Elizabeth H. Krystyn includes 304,439 shares owned by The Elizabeth H. Krystyn 2019 Grantor Retained Annuity Trust I, Dated September 30, 2019 (as otherwise reported herein) and 304,439 shares owned by The Elizabeth H. Krystyn 2019 Grantor Retained Annuity Trust II, Dated September 30, 2019 (as otherwise reported herein).

1.	Names of Reporting Persons. The Elizabeth H. Krystyn 2019 Grantor Retained Annuity Trust I, Dated September 30, 2019	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 304,439
	7.	Sole Dispositive Power 0
	8.	Shared Dispositive Power 304,439
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 304,439 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 1.5% (1)	
12.	Type of Reporting Person (See Instructions) OO (Trust)	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. The Elizabeth H. Krystyn 2019 Grantor Retained Annuity Trust II, Dated September 30, 2019	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 304,439
	7.	Sole Dispositive Power 0
	8.	Shared Dispositive Power 304,439
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 304,439 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 1.5% (1)	
12.	Type of Reporting Person (See Instructions) OO (Trust)	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Laura R. Sherman	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 3,090,875 (2)
	7.	Sole Dispositive Power 3,090,875
	8.	Shared Dispositive Power 0
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,090,875 shares of Class A Common Stock (2)	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 13.5% (1)(2)	
12.	Type of Reporting Person (See Instructions) IN, OO (Trustee)	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

(2) The total number of shares reported by Laura R. Sherman includes 152,220 shares owned by The Laura R. Sherman GRAT 2019-1, Dated September 30, 2019 (as otherwise reported herein) and 76,113 shares owned by The Laura R. Sherman GRAT 2019-2, Dated September 30, 2019 (as otherwise reported herein).

1.	Names of Reporting Persons. The Laura R. Sherman GRAT 2019-1, Dated September 30, 2019	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 152,220
	7.	Sole Dispositive Power 0
	8.	Shared Dispositive Power 152,220
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 152,220 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 0.8% (1)	
12.	Type of Reporting Person (See Instructions) OO (Trust)	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. The Laura R. Sherman GRAT 2019-2, Dated September 30, 2019	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 76,113
	7.	Sole Dispositive Power 0
	8.	Shared Dispositive Power 76,113
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 76,113 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 0.4% (1)	
12.	Type of Reporting Person (See Instructions) OO (Trust)	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Trevor L. Baldwin	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 120,172
	7.	Sole Dispositive Power 120,172
	8.	Shared Dispositive Power 0
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 120,172 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 0.6% (1)	
12.	Type of Reporting Person (See Instructions) IN	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Kristopher A. Wiebeck	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 1,709,332 (2)
	7.	Sole Dispositive Power 1,709,332
	8.	Shared Dispositive Power 0
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,709,332 shares of Class A Common Stock (2)	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 7.9% (1)(2)	
12.	Type of Reporting Person (See Instructions) IN, OO (Trustee)	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

(2) The total number of shares reported by Kristopher A. Wiebeck includes 495,677 shares owned by The Kristopher A. Wiebeck 2019 Grantor Retained Annuity Trust, Dated September 30, 2019 (as otherwise reported herein) and 35,751 shares owned by KMW Consulting, LLC.

1.	Names of Reporting Persons. The Kristopher A. Wiebeck 2019 Grantor Retained Annuity Trust, Dated September 30, 2019	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 495,677
	7.	Sole Dispositive Power 0
	8.	Shared Dispositive Power 495,677
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 495,677 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 2.4% (1)	
12.	Type of Reporting Person (See Instructions) OO (Trust)	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. John A. Valentine	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 1,459,169 (2)
	7.	Sole Dispositive Power 1,459,169
	8.	Shared Dispositive Power 0
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,459,169 shares of Class A Common Stock (2)	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 6.8% (1)(2)	
12.	Type of Reporting Person (See Instructions) IN, OO (Trustee)	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

(2) The total number of shares reported by John A. Valentine includes 190,326 shares owned by The John A. Valentine 2019 Grantor Retained Annuity Trust, Dated September 30, 2019 (as otherwise reported herein).

1.	Names of Reporting Persons. The John A. Valentine 2019 Grantor Retained Annuity Trust, Dated September 30, 2019	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 190,326
	7.	Sole Dispositive Power 0
	8.	Shared Dispositive Power 190,326
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 190,326 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 0.9% (1)	
12.	Type of Reporting Person (See Instructions) OO (Trust)	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Daniel Galbraith	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 1,376,592
	7.	Sole Dispositive Power 1,376,592
	8.	Shared Dispositive Power 0
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,376,592 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 6.5% (1)	
12.	Type of Reporting Person (See Instructions) IN	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Bradford L. Hale	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 127,171
	7.	Sole Dispositive Power 127,171
	8.	Shared Dispositive Power 0
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 127,171 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 0.6% (1)	
12.	Type of Reporting Person (See Instructions) IN	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Joseph D. Finney	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 372,852
	7.	Sole Dispositive Power 372,852
	8.	Shared Dispositive Power 0
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 372,852 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 1.8% (1)	
12.	Type of Reporting Person (See Instructions) IN	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Christopher J. Stephens	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 71,430
	7.	Sole Dispositive Power 71,430
	8.	Shared Dispositive Power 0
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 71,430 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 0.4% (1)	
12.	Type of Reporting Person (See Instructions) IN	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. James Roche	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 266,700
	7.	Sole Dispositive Power 266,700
	8.	Shared Dispositive Power 0
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 266,700 shares of Class A Common Stock	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 1.3% (1)	
12.	Type of Reporting Person (See Instructions) IN	

(1) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Highland Risk Services LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization Illinois	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 286,624 (1)
	7.	Sole Dispositive Power 0
	8.	Shared Dispositive Power 286,624
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 286,624 shares of Class A Common Stock (1)	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 1.4% (1)(2)	
12.	Type of Reporting Person (See Instructions) OO	

(1) Highland is wholly owned by Brian Daly. Therefore, Brian Daly, who is not a party to the Voting Agreement, may be deemed to have beneficial ownership over the shares held by Highland.

(2) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

1.	Names of Reporting Persons. Brian Daly	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Citizenship or Place of Organization U.S.A	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5.	Sole Voting Power 0
	6.	Shared Voting Power 286,624 (1)
	7.	Sole Dispositive Power 286,624
	8.	Shared Dispositive Power 0
9.	Aggregate Amount Beneficially Owned by Each Reporting Person 286,624 shares of Class A Common Stock (1)	
10.	Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
11.	Percent of Class Represented by Amount in Row (9) 1.4% (1)(2)	
12.	Type of Reporting Person (See Instructions) IN	

(1) The total amount of 286,624 shares reported by Brian Daly are owned by Highland, of which Brian Daly is the managing member. Therefore, Brian Daly, who is not a party to the Voting Agreement, may be deemed to have beneficial ownership over the shares held by Highland.

(2) Based on 19,849,779 shares of Class A common stock issued and outstanding as of February 14, 2020.

- ITEM 1.** (a) **Name of Issuer:** BRP Group, Inc. (the “Issuer”)
(b) **Address of Issuer’s Principal Executive Offices:**

4010 W. Boy Scout Blvd.
Suite 200
Tampa, Florida 33607

- ITEM 2.** (a) **Name of Person Filing:**

This Schedule 13G is being filed by:

1. L. Lowry Baldwin
2. Baldwin Insurance Group Holdings, LLC
3. Millennial Specialty Holdco, LLC
4. Elizabeth H. Krystyn
5. The Elizabeth H. Krystyn 2019 Grantor Retained Annuity Trust I, Dated September 30, 2019
6. The Elizabeth H. Krystyn 2019 Grantor Retained Annuity Trust II, Dated September 30, 2019
7. Laura R. Sherman
8. The Laura R. Sherman GRAT 2019-1, Dated September 30, 2019
9. The Laura R. Sherman GRAT 2019-2, Dated September 30, 2019
10. Trevor L. Baldwin
11. Kristopher A. Wiebeck
12. The Kristopher A. Wiebeck 2019 Grantor Retained Annuity Trust, Dated September 30, 2019
13. John A. Valentine
14. The John A. Valentine 2019 Grantor Retained Annuity Trust, Dated September 30, 2019
15. Daniel Galbraith
16. Bradford L. Hale
17. Joseph D. Finney
18. Christopher J. Stephens
19. James Roche
20. Highland Risk Services LLC (“Highland”)
21. Brian Daly

The foregoing entities and persons are referred to collectively as the “Reporting Persons.” The Reporting Persons are making this single, joint filing because they may be deemed to constitute a “group” within the meaning of Section 13(d)-3 of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”). The joint filing agreement among the Reporting Persons to file this Schedule 13G jointly in accordance with Rule 13d-1(k) of the Exchange Act is attached hereto as Exhibit 1.

- (b) **Address of Principal Business Office, or if None, Residence:**

The principal office and business address of the Reporting Persons is 4010 W. Boy Scout Blvd., Suite 200, Tampa, Florida 33607.

- (c) **Citizenship or Place of Organization:**

See row 4 of the cover sheet of the Reporting Person.

(d) **Title of Class of Securities:**

This Schedule 13G relates to the Issuer's Class A common stock, par value \$0.01 per share.

(e) **CUSIP Number:**

05589G102

ITEM 3. IF THIS STATEMENT IS FILED PURSUANT TO SS.240.13D-1(B) OR 240.13D-2(B) OR (C), CHECK WHETHER THE PERSON FILING IS A:

Not Applicable.

ITEM 4. OWNERSHIP.

The information required by Item 4 is set forth in Rows 5 – 11 of the cover page hereto for each Reporting Person and is incorporated herein by reference for each such Reporting Person.

In connection with the closing of the Issuer's initial public offering (the "IPO"), the Reporting Persons (other than Highland and Brian Daly, in his individual capacity) entered into a voting agreement (the "Voting Agreement") pursuant to which they agreed to vote all their shares of voting stock, including Class A common stock and Class B common stock, in accordance with the instructions of L. Lowry Baldwin on any matter submitted to the common stockholders of the Issuer for a vote. On February 14, 2020, the Voting Agreement was amended and restated to add Highland as a party.

In connection with the closing of the Issuer's IPO, the Reporting Persons (other than Highland and Brian Daly) entered into a voting agreement (the "Villages Voting Agreement") pursuant to which they agreed to vote all their shares of voting stock, including Class A common stock and Class B common stock, together and in accordance with the instructions of The Villages Invesco, LLC to elect a nominee designated by The Villages Invesco, LLC to the Company's Board of Directors.

ITEM 5. OWNERSHIP OF FIVE PERCENT OR LESS OF A CLASS.

Not Applicable.

ITEM 6. OWNERSHIP OF MORE THAN FIVE PERCENT ON BEHALF OF ANOTHER PERSON.

Not Applicable.

ITEM 7. IDENTIFICATION AND CLASSIFICATION OF THE SUBSIDIARY WHICH ACQUIRED THE SECURITY BEING REPORTED ON BY THE PARENT HOLDING COMPANY.

Not Applicable.

ITEM 8. IDENTIFICATION AND CLASSIFICATION OF MEMBERS OF THE GROUP.

Not Applicable.

ITEM 9. NOTICE OF DISSOLUTION OF GROUP.

Not Applicable.

ITEM 10. CERTIFICATIONS.

Not Applicable.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 14, 2020

1. _____ *
L. Lowry Baldwin
2. _____ *
Baldwin Insurance Group Holdings, LLC
3. _____ *
Millennial Specialty Holdco, LLC
4. _____ *
Elizabeth H. Krystyn
5. _____ *
The Elizabeth H. Krystyn 2019 Grantor Retained Annuity Trust I, Dated September 30, 2019
6. _____ *
The Elizabeth H. Krystyn 2019 Grantor Retained Annuity Trust II, Dated September 30, 2019
7. _____ *
Laura R. Sherman
8. _____ *
The Laura R. Sherman GRAT 2019-1, Dated September 30, 2019
9. _____ *
The Laura R. Sherman GRAT 2019-2, Dated September 30, 2019
10. _____ *
Trevor L. Baldwin
11. _____ *
Kristopher A. Wiebeck
12. _____ *
The Kristopher A. Wiebeck 2019 Grantor Retained Annuity Trust, Dated September 30, 2019
13. _____ *
John A. Valentine
14. _____ *
The John A. Valentine 2019 Grantor Retained Annuity Trust, Dated September 30, 2019
15. _____ *
Daniel Galbraith
16. _____ *
Bradford L. Hale
17. _____ *
Joseph D. Finney
18. _____ *
/s/ Christopher J. Stephens
Christopher J. Stephens
19. _____ *
James Roche
20. _____ *
Highland Risk Services LLC

Brian Daly

*By /s/ Christopher J. Stephens
Christopher J. Stephens
Attorney-in-Fact

JOINT FILING AGREEMENT

February 14, 2020

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to (i) the joint filing on behalf of each of them of a statement on Schedule 13G (including amendments thereto) with respect to the Class A common stock of BRP Group, Inc., par value \$0.01 per share, and (ii) that this Joint Filing Agreement be included as an exhibit to such joint filing, provided that, as contemplated by Section 13d-1(k)(ii), no person shall be responsible for the completeness and accuracy of the information concerning the other persons making the filing unless such person knows or has reason to believe such information is inaccurate.

The Joint Filing Agreement may be executed in any number of counterparts all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

L. LOWRY BALDWIN

By: /s/ L. Lowry Baldwin
Name: L. Lowry Baldwin

BALDWIN INSURANCE GROUP HOLDINGS, LLC

By: /s/ L. Lowry Baldwin
Name: L. Lowry Baldwin
Title: Manager

MILLENNIAL SPECIALTY HOLDCO, LLC

By: /s/ James M. Roche
Name: James M. Roche
Title: Managing Partner

ELIZABETH H. KRYSTYN

By: /s/ Elizabeth H. Krystyn
Name: Elizabeth H. Krystyn

ELIZABETH H. KRYSTYN 2019 GRANTOR RETAINED ANNUITY
TRUST I DATED SEPTEMBER 30, 2019

By: /s/ Elizabeth H. Krystyn
Name: Elizabeth H. Krystyn
Title: Sole Trustee

ELIZABETH H. KRYSTYN 2019 GRANTOR RETAINED ANNUITY
TRUST II DATED SEPTEMBER 30, 2019

By: /s/ Elizabeth H. Krystyn
Name: Elizabeth H. Krystyn
Title: Sole Trustee

LAURA R. SHERMAN

By: /s/ Laura R. Sherman
Name: Laura R. Sherman

LAURA R. SHERMAN GRAT 2019-1 DATED SEPTEMBER 30, 2019

By: /s/ Laura R. Sherman
Name: Laura R. Sherman
Title: Sole Trustee

LAURA R. SHERMAN GRAT 2019-2 DATED SEPTEMBER 30, 2019

By: /s/ Laura R. Sherman
Name: Laura R. Sherman
Title: Sole Trustee

TREVOR L. BALDWIN

By: /s/ Trevor L. Baldwin
Name: Trevor L. Baldwin

KRISTOPHER A. WIEBECK

By: /s/ Kristopher A. Wiebeck
Name: Kristopher A. Wiebeck

KRISTOPHER A. WIEBECK 2019 GRANTOR RETAINED
ANNUITY TRUST DATED SEPTEMBER 30, 2019

By: /s/ Kristopher A. Wiebeck
Name: Kristopher A. Wiebeck
Title: Sole Trustee

JOHN A. VALENTINE

By: /s/ John A. Valentine
Name: John A. Valentine

JOHN A. VALENTINE 2019 GRANTOR RETAINED ANNUITY
TRUST DATED SEPTEMBER 30, 2019

By: /s/ John A. Valentine
Name: John A. Valentine
Title: Sole Trustee

DANIEL GALBRAITH

By: /s/ Daniel Galbraith
Name: Daniel Galbraith

BRADFORD L. HALE

By: /s/ Bradford L. Hale
Name: Bradford L. Hale

JOSEPH D. FINNEY

By: /s/ Joseph D. Finney
Name: Joseph D. Finney

CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

JAMES ROCHE

By: /s/ James M. Roche
Name: James M. Roche

HIGHLAND RISK SERVICES LLC

By: /s/ Brian Daly
Name: Brian Daly
Title: President

BRIAN DALY

By: /s/ Brian Daly
Name: Brian Daly

LIMITED POWER OF ATTORNEY**February 14, 2020**

Know all by these presents, that the undersigned hereby makes, constitutes and appoints Christopher J. Stephens, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

1. Prepare, execute, acknowledge, deliver and file Schedules 13G, 13D, Forms 3, 4, and 5 (including any amendments thereto), including applications for Form ID, and any actions or documents necessary to facilitate the timely filing of beneficial ownership reports, with respect to the securities of BRP Group, Inc., a Delaware corporation (the "Company"), with the United States Securities and Exchange Commission, any national securities exchanges and the Company, as considered necessary or advisable under Sections 13(d) and 16(a) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the "Exchange Act");
2. Seek or obtain, as the undersigned's representative and on the undersigned's behalf, information on transactions in the Company's securities from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to the undersigned and approves and ratifies any such release of information; and
3. Perform any and all other acts which in the discretion of the attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

The undersigned acknowledges that:

1. This Limited Power of Attorney authorizes, but does not require, the attorney-in-fact to act in his discretion on information provided to the attorney-in-fact without independent verification of such information;
2. Any documents prepared and/or executed by the attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as the attorney-in-fact, in his discretion, deems necessary or desirable;
3. Neither the Company nor the attorney-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements, or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 13 or 16 of the Exchange Act; and
4. This Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13(d) and 16 of the Exchange Act. The undersigned hereby gives and grants the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, hereby ratifying all that the attorney-in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.

This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the attorney-in-fact.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

L. LOWRY BALDWIN

By: /s/ L. Lowry Baldwin
Name: L. Lowry Baldwin

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

BALDWIN INSURANCE GROUP
HOLDINGS, LLC

By: /s/ L. Lowry Baldwin
Name: L. Lowry Baldwin
Title: Manager

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

MILLENNIAL SPECIALTY HOLDCO, LLC

/s/ James M. Roche

Name: James M. Roche

Title: Managing Partner

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

ELIZABETH H. KRISTYN

/s/ Elizabeth H. Krystyn

Name: Elizabeth H. Krystyn

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

ELIZABETH H. KRISTYN 2019
GRANTOR RETAINED ANNUITY TRUST
I DATED SEPTEMBER 30, 2019

/s/ Elizabeth H. Krystyn
Name: Elizabeth H. Krystyn
Title: Sole Trustee

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

ELIZABETH H. KRYSTYN 2019 GRANTOR RETAINED
ANNUITY TRUST II DATED SEPTEMBER 30, 2019

By: /s/ Elizabeth H. Krystyn
Name: Elizabeth H. Krystyn
Title: Sole Trustee

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

LAURA R. SHERMAN

By: /s/ Laura R. Sherman
Name: Laura R. Sherman

LIMITED POWER OF ATTORNEY**February 14, 2020**

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2. Any documents prepared and/or executed by the attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as the attorney-in-fact, in his discretion, deems necessary or desirable;
3. Neither the Company nor the attorney-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements, or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 13 or 16 of the Exchange Act; and
4. This Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13(d) and 16 of the Exchange Act. The undersigned hereby gives and grants the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, hereby ratifying all that the attorney-in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.

This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the attorney-in-fact.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

LAURA R. SHERMAN GRAT 2019-1 DATED SEPTEMBER 30,
2019

By: /s/ Laura R. Sherman
Name: Laura R. Sherman
Title: Sole Trustee

LIMITED POWER OF ATTORNEY**February 14, 2020**

Know all by these presents, that the undersigned hereby makes, constitutes and appoints Christopher J. Stephens, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

1. Prepare, execute, acknowledge, deliver and file Schedules 13G, 13D, Forms 3, 4, and 5 (including any amendments thereto), including applications for Form ID, and any actions or documents necessary to facilitate the timely filing of beneficial ownership reports, with respect to the securities of BRP Group, Inc., a Delaware corporation (the "Company"), with the United States Securities and Exchange Commission, any national securities exchanges and the Company, as considered necessary or advisable under Sections 13(d) and 16(a) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the "Exchange Act");
2. Seek or obtain, as the undersigned's representative and on the undersigned's behalf, information on transactions in the Company's securities from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to the undersigned and approves and ratifies any such release of information; and
3. Perform any and all other acts which in the discretion of the attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

LAURA R. SHERMAN GRAT 2019-2 DATED SEPTEMBER 30,
2019

By: /s/ Laura R. Sherman
Name: Laura R. Sherman
Title: Sole Trustee

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

TREVOR L. BALDWIN

By: /s/ Trevor L. Baldwin

Name: Trevor L. Baldwin

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

KRISTOPHER A. WIEBECK

By: /s/ Kristopher A. Wiebeck
Name: Kristopher A. Wiebeck

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

KRISTOPHER A. WIEBECK 2019 GRANTOR RETAINED
ANNUITY TRUST DATED SEPTEMBER 30, 2019

By: /s/ Kristopher A. Wiebeck
Name: Kristopher A. Wiebeck
Title: Sole Trustee

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

JOHN A. VALENTINE

By: /s/ John A. Valentine
Name: John A. Valentine

LIMITED POWER OF ATTORNEY

February 14, 2020

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

JOHN A. VALENTINE 2019 GRANTOR RETAINED ANNUITY
TRUST DATED SEPTEMBER 30, 2019

By: /s/ John A. Valentine
Name: John A. Valentine
Title: Sole Trustee

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

DANIEL GALBRAITH

By: /s/ Daniel Galbraith
Name: Daniel Galbraith

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

BRADFORD L. HALE

By: /s/ Bradford L. Hale
Name: Bradford L. Hale

LIMITED POWER OF ATTORNEY**February 14, 2020**

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CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

JOSEPH D. FINNEY

By: /s/ Joseph D. Finney
Name: Joseph D. Finney

LIMITED POWER OF ATTORNEY**February 14, 2020**

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3. Perform any and all other acts which in the discretion of the attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

The undersigned acknowledges that:

1. This Limited Power of Attorney authorizes, but does not require, the attorney-in-fact to act in his discretion on information provided to the attorney-in-fact without independent verification of such information;
2. Any documents prepared and/or executed by the attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as the attorney-in-fact, in his discretion, deems necessary or desirable;
3. Neither the Company nor the attorney-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements, or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 13 or 16 of the Exchange Act; and
4. This Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13(d) and 16 of the Exchange Act. The undersigned hereby gives and grants the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, hereby ratifying all that the attorney-in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.

This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the attorney-in-fact.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

JAMES ROCHE

By: /s/ James M. Roche
Name: James M. Roche

LIMITED POWER OF ATTORNEY**February 14, 2020**

Know all by these presents, that the undersigned hereby makes, constitutes and appoints Christopher J. Stephens, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

1. Prepare, execute, acknowledge, deliver and file Schedules 13G, 13D, Forms 3, 4, and 5 (including any amendments thereto), including applications for Form ID, and any actions or documents necessary to facilitate the timely filing of beneficial ownership reports, with respect to the securities of BRP Group, Inc., a Delaware corporation (the "Company"), with the United States Securities and Exchange Commission, any national securities exchanges and the Company, as considered necessary or advisable under Sections 13(d) and 16(a) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the "Exchange Act");
2. Seek or obtain, as the undersigned's representative and on the undersigned's behalf, information on transactions in the Company's securities from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to the undersigned and approves and ratifies any such release of information; and
3. Perform any and all other acts which in the discretion of the attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

The undersigned acknowledges that:

1. This Limited Power of Attorney authorizes, but does not require, the attorney-in-fact to act in his discretion on information provided to the attorney-in-fact without independent verification of such information;
2. Any documents prepared and/or executed by the attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as the attorney-in-fact, in his discretion, deems necessary or desirable;
3. Neither the Company nor the attorney-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements, or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 13 or 16 of the Exchange Act; and
4. This Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13(d) and 16 of the Exchange Act. The undersigned hereby gives and grants the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, hereby ratifying all that the attorney-in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.

This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the attorney-in-fact.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

HIGHLAND RISK SERVICES LLC

By: /s/ Brian Daly
Name: Brian Daly
Title: President

LIMITED POWER OF ATTORNEY**February 14, 2020**

Know all by these presents, that the undersigned hereby makes, constitutes and appoints Christopher J. Stephens, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

1. Prepare, execute, acknowledge, deliver and file Schedules 13G, 13D, Forms 3, 4, and 5 (including any amendments thereto), including applications for Form ID, and any actions or documents necessary to facilitate the timely filing of beneficial ownership reports, with respect to the securities of BRP Group, Inc., a Delaware corporation (the "Company"), with the United States Securities and Exchange Commission, any national securities exchanges and the Company, as considered necessary or advisable under Sections 13(d) and 16(a) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the "Exchange Act");
2. Seek or obtain, as the undersigned's representative and on the undersigned's behalf, information on transactions in the Company's securities from any third party, including brokers, employee benefit plan administrators and trustees, and the undersigned hereby authorizes any such person to release any such information to the undersigned and approves and ratifies any such release of information; and
3. Perform any and all other acts which in the discretion of the attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

The undersigned acknowledges that:

1. This Limited Power of Attorney authorizes, but does not require, the attorney-in-fact to act in his discretion on information provided to the attorney-in-fact without independent verification of such information;
2. Any documents prepared and/or executed by the attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as the attorney-in-fact, in his discretion, deems necessary or desirable;
3. Neither the Company nor the attorney-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act, (ii) any liability of the undersigned for any failure to comply with such requirements, or (iii) any obligation or liability of the undersigned for profit disgorgement under Section 13 or 16 of the Exchange Act; and
4. This Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Sections 13(d) and 16 of the Exchange Act. The undersigned hereby gives and grants the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the undersigned might or could do if present, hereby ratifying all that the attorney-in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.

This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the attorney-in-fact.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens
Name: Christopher J. Stephens

BRIAN DALY

By: /s/ Brian Daly
Name: Brian Daly

AMENDED AND RESTATED

VOTING AGREEMENT

AGREEMENT, dated effective as of February 14, 2020 among L. Lowry Baldwin (the “**Lowry Baldwin Holder**”), and Baldwin Insurance Group Holdings, LLC, Millennial Specialty Holdco, LLC, Elizabeth H. Krystyn, Elizabeth Krystyn 2019 Grantor Retained Annuity Trust I dated September 30, 2019, Elizabeth Krystyn 2019 Grantor Retained Annuity Trust II dated September 30, 2019, Laura R. Sherman, Laura R. Sherman GRAT 2019-1 dated September 30, 2019, Laura R. Sherman GRAT 2019-2 dated September 30, 2019, Trevor L. Baldwin, Kristopher A. Wiebeck, Kristopher A. Wiebeck 2019 Grantor Retained Annuity Trust dated September 30, 2019, John A. Valentine, John A. Valentine 2019 Grantor Retained Annuity Trust dated September 30, 2019, Daniel Galbraith, Bradford L. Hale, Joseph D. Finney, Christopher J. Stephens, James Roche (collectively, the “**Initial BRP Holders**”) and Highland Risk Services LLC (“**Highland**,” and collectively with the Initial BRP Holders, the “**BRP Holders**” and together with the Lowry Baldwin Holder, each a “**Holder**”).

WHEREAS, BRP Group, Inc. (“**Pubco**”) consummated an initial public offering (the “**IPO**”) of its Class A Common Stock, par value \$0.01 per share (“**Class A Common Stock**”), and, pursuant to a reorganization agreement, immediately prior to the IPO, the Initial BRP Holders, the Lowry Baldwin Holder and the other holders of equity in Baldwin Risk Partners, LLC, a Delaware limited liability company received new units in Baldwin Risk Partners, LLC (the “**Units**”) and an equivalent number of shares of Class B Common Stock, par value \$0.0001 per share, of Pubco (the “**Class B Common Stock**,” and together with the Class A Common Stock, the “**Shares**”);

WHEREAS, the Initial BRP Holders and the Lowry Baldwin Holder entered into a Voting Agreement, dated as of October 28, 2019 (the “**Original Voting Agreement**”) that during any period following completion of the IPO, the BRP Holders will, as set forth below, agree to vote in the same manner as the Lowry Baldwin Holder;

WHEREAS, Highland now desires to enter into this Agreement in connection with that certain Asset Purchase Agreement, dated as of December 17, 2019, by and among Highland, BRP Insurance Intermediate Holdings, LLC, and the other signatories thereto (the “**Highland APA**”); and

WHEREAS, the Holders now desire to amend and restate the Original Voting Agreement in its entirety to expressly permit future holders of Units and Shares to join in this Agreement pursuant to the execution and delivery of a prescribed form of joinder.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1
VOTING AGREEMENT; GRANT OF PROXY

Section 1.01. *Voting Agreement.* In connection with any meeting of the shareholders of Pubco or any written consent of shareholders of Pubco (each, a “**Vote**”), each BRP Holder hereby agrees to vote or exercise its right to consent in the manner directed by the Lowry Baldwin Holder in connection with any such Vote.

Section 1.02. *Irrevocable Proxy.* Each BRP Holder hereby revokes any and all previous proxies granted with respect to the Shares held by it. By entering into this Agreement, each BRP Holder hereby grants a proxy appointing the Lowry Baldwin Holder as such BRP Holder’s attorney-in-fact and proxy, with full power of substitution, for and in such BRP Holder’s name, to vote, express consent or dissent, or otherwise to utilize such voting power in the manner contemplated by Section 1.01 above as the Lowry Baldwin Holder or its proxy or substitute shall, in the Lowry Baldwin Holder’s sole discretion, deem proper with respect to the Shares. The proxy granted by each Initial BRP Holder pursuant to this Article 1 is irrevocable and indefinite in duration, and is granted in consideration of the agreements made by the Lowry Baldwin Holder in connection with formation of Pubco and facilitation of the IPO. The proxy granted by Highland pursuant to this Article 1 is irrevocable and indefinite in duration, and is granted in consideration of the purchase price received by Highland pursuant to the Highland APA. The proxy granted by each BRP Holder shall extend until the termination of this Agreement in accordance with its terms, even if such period is in excess of three years.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE HOLDERS

Section 2.01. *Corporation Authorization.* Each Holder that is not a natural person represents and warrants to each of the other Holders and Pubco that such Holder is validly organized and existing under the laws of its state of organization and has all requisite power and authority to execute and deliver this Agreement, to perform fully its obligations hereunder and to consummate the transactions contemplated hereby, and that this Agreement constitutes the valid and binding agreement of such Holder.

Section 2.02. *Non-Contravention.* Each Holder represents and warrants to each of the other Holders and Pubco that the execution, delivery and

performance by such Holder of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) contravene or conflict with, or constitute a violation of, any organizational documents of such Holder; (ii) if such Holder is not a natural person, contravene or conflict with, or constitute a violation of, any material applicable law or any material agreement or order binding on such Holder; or (iii) result in the imposition of any Lien (as defined below) on any asset of such Holder.

Section 2.03. *Ownership of Shares.* Each Holder represents and warrants to each of the other Holders and Pubco that such Holder is the record and beneficial owner of all of the Shares owned by them on the date hereof, any and all liens, charges, security interests, options, claims, mortgages, pledges, proxies, voting trusts or agreements, obligations, understandings or arrangements or other restrictions on title or transfer of any nature whatsoever (collectively, “**Liens**”) and any other limitation or restriction (including any restriction on the right to vote or otherwise dispose of the Shares), other than transfer restrictions under applicable securities laws. None of the Shares is subject to any voting trust or other agreement or arrangement with respect to the voting of such Shares.

ARTICLE 3 MISCELLANEOUS

Section 3.01. *Other Definitional and Interpretative Provisions.* Unless specified otherwise, in this Agreement the obligations of any party consisting of more than one person are joint and several. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person (as defined below) include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified,

from and including or through and including, respectively. For the purposes of this Agreement, "Person" shall mean any natural person or any corporation, partnership, joint venture or enterprise, limited liability company, unincorporated association, trust, estate, governmental entity or other entity or organization, and shall include the successor (by merger or otherwise) of any entity or organization.

Section 3.02. *Further Assurances.* Each party to this Agreement, at any time and from time to time upon the reasonable request of another party to this Agreement, shall promptly execute and deliver, or cause to be executed and delivered, all such further instruments and take all such further actions as may be reasonably necessary or appropriate to confirm or carry out the purposes and intent of this Agreement.

Section 3.03. *Expenses.* All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 3.04. *Governing Law.* This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 3.05. *Consent to Jurisdiction.* The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the Delaware Chancery Court, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

Section 3.06. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.07. *Severability.* The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a

suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 3.08. *Counterparts*. This Agreement may be executed (including by facsimile transmission) with counterpart pages or in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement, it being understood that both parties need not sign the same counterpart.

Section 3.09. *Entire Agreement*. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes all prior and contemporaneous agreements and understanding, both oral and written, among the parties hereto with respect to the subject matter hereof.

Section 3.10. *Amendments; Waiver*. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 3.11. *Specific Performance*. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement is not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof in addition to any other remedy to which they are entitled at law or in equity.

Section 3.12. *Termination*. This Agreement will automatically terminate and be of no force and effect if (a) the closing of the IPO does not occur within twelve months from the date of this Agreement; (b) the Lowry Baldwin Holder ceases to hold any Shares or (c) the Lowry Baldwin Holder terminates this Agreement by written notice to each Holder.

Section 3.13. *Joinder*. In the event any stockholder of Pubco desires to join into and become a party to this Agreement, such stockholder shall execute and deliver to the Lowry Baldwin Holder a joinder to this Agreement, in form of Exhibit A, agreeing to become a “BRP Holder” for all purposes of this Agreement, except as may be expressly otherwise provided in such joinder. Any such joinder to this Agreement shall not constitute an amendment of this Agreement pursuant to Section 3.10.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

L. LOWRY BALDWIN

By: /s/ L. Lowry Baldwin

BALDWIN INSURANCE GROUP HOLDINGS, LLC

By: /s/ L. Lowry Baldwin
Name: L. Lowry Baldwin
Title: Manager

MILLENNIAL SPECIALTY HOLDCO, LLC

By: /s/ James M. Roche
Name: James M. Roche
Title: Managing Partner

ELIZABETH H. KRYSTYN

By: /s/ Elizabeth H. Krystyn

ELIZABETH H. KRYSTYN 2019 GRANTOR RETAINED ANNUITY
TRUST I DATED SEPTEMBER 30, 2019

By: /s/ Elizabeth H. Krystyn
Name: Elizabeth H. Krystyn
Title: Sole Trustee

ELIZABETH H. KRYSTYN 2019 GRANTOR RETAINED ANNUITY
TRUST II DATED SEPTEMBER 30, 2019

By: /s/ Elizabeth H. Krystyn
Name: Elizabeth H. Krystyn
Title: Sole Trustee

LAURA R. SHERMAN

By: /s/ Laura R. Sherman

LAURA R. SHERMAN GRAT 2019-1 DATED SEPTEMBER 30, 2019

By: /s/ Laura R. Sherman
Name: Laura R. Sherman
Title: Sole Trustee

LAURA R. SHERMAN GRAT 2019-2 DATED SEPTEMBER 30, 2019

By: /s/ Laura R. Sherman
Name: Laura R. Sherman
Title: Sole Trustee

TREVOR L. BALDWIN

By: /s/ Trevor L. Baldwin

KRISTOPHER A. WIEBECK

By: /s/ Kristopher A. Wiebeck

KRISTOPHER A. WIEBECK 2019 GRANTOR RETAINED ANNUITY
TRUST DATED SEPTEMBER 30, 2019

By: /s/ Kristopher A. Wiebeck
Name: Kristopher A. Wiebeck
Title: Sole Trustee

JOHN A. VALENTINE

By: /s/ John A. Valentine

JOHN A. VALENTINE 2019 GRANTOR RETAINED ANNUITY TRUST
DATED SEPTEMBER 30, 2019

By: /s/ John A. Valentine
Name: John A. Valentine
Title: Sole Trustee

DANIEL GALBRAITH

By: /s/ Daniel Galbraith

BRADFORD L. HALE

By: /s/ Bradford L. Hale

JOSEPH D. FINNEY

By: /s/ Joseph D. Finney

CHRISTOPHER J. STEPHENS

By: /s/ Christopher J. Stephens

JAMES ROCHE

By: /s/ James Roche

HIGHLAND RISK SERVICES LLC

By: /s/ Brian Daly
Name: Brian Daly
Title: Manager

Exhibit A

Joinder

JOINDER TO AMENDED AND RESTATED

VOTING AGREEMENT

The undersigned is executing and delivering this Joinder pursuant to the Amended and Restated Voting Agreement, dated effective as of February ____, 2020 (as the same may hereafter be amended, the "Voting Agreement"), by and among L. Lowry Baldwin and the other persons named as parties therein. Capitalized terms used in this Joinder but not otherwise defined herein have the meanings ascribed thereto in the Voting Agreement.

1. The undersigned agrees to be bound by all the terms and provisions of the Voting Agreement, effective as of the date hereof, as if the undersigned were a "BRP Holder" signatory to the Voting Agreement.
2. The proxy granted by the undersigned pursuant to this Joinder is irrevocable and indefinite in duration, and is granted in consideration of the purchase price received by the undersigned pursuant to [_____].
3. This Joinder shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within such State.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of _____, 20__

[_____]

By: / _____
Name:
Title:
