



DEVELOPMENT PLANNING & FINANCING GROUP, INC.

www.dpfg.com

***VILLAGES OF GLEN CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Tuesday
April 21, 2020
6:00 p.m.***

***Location:
Conducted Via Electronic Teleconference***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Villages of Glen Creek Community Development District

Development Planning and Financing Group

250 International Parkway, Suite 280
Lake Mary FL 32746
321-263-0132 Ext. 4205

15310 Amberly Drive, Suite 175
Tampa, Florida 33647
813-374-9105

Board of Supervisors
Villages of Glen Creek Community Development District

Dear Board Members:

A Meeting of the Board of Supervisors of the Villages of Glen Creek Community Development District is scheduled for **Tuesday, April 21, 2020 at 6:00 p.m.**

Due to current issues related to COVID-19, the Florida Governor released Executive Order 20-69 which allows governmental public meetings and required quorums to be completed via telephone conference. In respect of current social distancing recommendations this meeting will be conducted via telephone in order to protect the health and safety of the public. Both members of the board and the public may join this meeting via telephone as follows:

Call in phone number: 929-205-6099
Meeting ID: 635 012 074
Password: 068108

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Tonya Elliott-Moore

Tonya Elliott-Moore
District Manager

Cc: Attorney
Engineer
District Records

VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors	Mike Lawson Doug Draper Lori Price Christie Ray	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Tonya Elliott-Moore	DPFG
District Attorney	John Vericker	Straley Robin Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

All cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of six different sections:

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Administrative Matters** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District: VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Tuesday April 21st, 2020
Time: 6:00 p.m.
Location: Via Electronic Teleconference
Due to COVID 19
Per Gov Exec Order 20-69

Dial-in Number: **(929) 205-6099**
Meeting ID: 635012074#

Agenda

I. Roll Call

Mike Lawson – Chair **Doug Draper – Vice Chair**
Lori Price – Asst. Secretary **Christie Ray – Asst. Secretary**
District Attorney **District Engineer**

II. Audience Comments – (limited to 3 minutes per individual on agenda items)

III. Consent Agenda

IV. Business Matters

- A. Consider and Approve Resolution 2020-01, Appointing a Secretary Exhibit 1
- B. Consider and Approve Gig Fiber LLC Solar Street Lighting Agreement – Discuss Form 8Bs Exhibit 2
- C. Consider and Approve CISTech contract for Camera Monitoring Exhibit 3

V. Administrative Matters

VI. Staff Reports

- A. **District Manager**
- B. **District Attorney**
- C. **District Engineer**

VII. Audience Comments – New Business – (limited to 3 minutes per individual)

VIII. Supervisor Requests

IX. Adjournment

EXHIBIT 1.

RESOLUTION 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE SECRETARY OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Villages of Glen Creek Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Bradenton, Florida; and

WHEREAS, Paul Cusmano, has resigned as secretary of the District; and

WHEREAS, the Board of Supervisors (“**Board**”) desires to name the Secretary for the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT:

1. Tonya Elliott-Moore is appointed Secretary.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of April, 2020.

ATTEST:

**VILLAGES OF GLEN CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

Printed Name: _____
Secretary/Assistant Secretary

Michael Lawson
Chair, Board of Supervisors

EXHIBIT 2.

Outdoor Solar Lighting Equipment Lease

This Outdoor Solar Lighting Equipment Lease (the "**Lease**"), is made and entered into as of _____, 20_____ by and between **GIG FIBER, LLC** a Delaware limited liability company (the "**Company**"), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local, special-purpose government district authorized under Chapter 190 of the Florida Statutes (the "**Customer**"), whose address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647; Attn: District Manager.

1. Lease of Street Lights.

- a. Type, Model, and Quantity of Street Lights. For and in consideration of the mutual covenants set forth in this Lease, Company agrees to lease and rent to Customer, and Customer agrees to rent and hire from Company, the following outdoor solar lighting equipment and systems (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the "**Street Lights**" and any single unit of which shall be referred to individually as a "**Street Light**"): _____ (_____) Leadsun AE3 Series LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, according to design, installation and construction plans and specifications to be prepared by Company and approved by Customer as provided in this Lease.
- b. Lease and Rental of Additional Solar Street Lights. From time to time during the Term of this Agreement, Customer and Company may agree that Customer shall lease and rent additional solar street lights (of the a type and model manufactured by Leadsun or other manufacturer that may be offered by Company and approved by Customer). Upon their agreement concerning the type, model and number of the additional solar street lights, and the economic, financial and legal terms of the additional lease and rental thereof, the parties shall memorialize and confirm their agreement in an executed amendment to this Lease, substantially in the form attached as **Exhibit "D"** with all missing terms supplied.

2. Term of Lease; Installation; Scope of Work.

- a. Initial Term. The initial term of the Lease shall be for a period of twenty (20) years for each Street Light (the "**Initial Term**"), commencing on the date of installation of each such Street Light within the Installation Site with luminaires energized, field tested, and in working condition, in the reasonable judgment of Company (such date being the "**Commencement Date**" of the term of this Lease with respect to each Street Light) and continuing, unless sooner terminated as provided under this Lease, until the end of the Initial Term and any Renewal Terms (as defined below) that come into existence for each Street Light. As an example of the foregoing and not in limitation, if Street Lights A, B, and C are installed on November 1, 2020, December 1, 2020 and January 1, 2021, respectively, then the Commencement Date of the term of this Lease for each such Street Light shall commence on each such date, and the expiration dates of the Initial Term for Street Lights A, B, and C shall be October 31, 2040, November 30, 2040, and December 31, 2020, respectively. Prior to the Commencement Date of the Initial Term, Company shall construct and install, and thereafter operate, repair, and maintain the Street Lights as provided in this Lease.
- b. Installation Site; License. The Street Lights shall be installed at the following project, in the portions of the property owned by the Customer: _____ (the "**Installation Site**"), according to the approved installation plans as described below. Subject to satisfaction of the Conditions

(as provided in Section 4 below), and to receipt of a written notice to proceed from Customer, Company will begin installation of the Street Lights on the Installation Site promptly thereafter and prosecute such installation with reasonable care and diligence. Customer shall have the option to direct, by written notices to proceed to Company from time to time, that installation of the Street Lights shall proceed in stages, as successive residential phases of the Installation Site are completed by the developer thereof. Customer grants to Company and to Company's agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Installation Site (the "**License**") for access to, on, over, under and across the Installation Site for the purposes of (i) installing, constructing, maintaining, accessing, removing and replacing the Street Lights, and (ii) performing all of Company's obligations and enforcing all of Company's rights set forth in this Lease. Company shall notify Customer prior to entering the Installation Site except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Lease (the "**License Term**"). During the License Term, Customer shall ensure that Company's rights under the License and Company's access to the Installation Site are preserved and protected. Customer shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Lease by either party. The Company shall be responsible for obtaining and paying for all necessary permits and other governmental approvals. The Company shall comply with all applicable laws, rules, permits and regulations of any governmental agency with jurisdiction over the installation of the Street Lights.

- c. **Commencement Date Memorandum; Lease Year.** When the Commencement Date of the Initial Term of each Street Light or, at the option of Company, group of Street Lights occurs, Company and Customer shall promptly execute a memorandum of the Commencement Date ("**Commencement Memorandum**") in the form attached as **Exhibit "A,"** memorializing the Commencement Date and other relevant information as specified in the Memorandum. For purposes of this Lease, the term "**Lease Year**" shall mean successive periods of twelve (12) consecutive months, beginning on the Commencement Date for each Street Light, throughout the Initial Term and any Renewal Terms that come into existence. The Street Lights shall be used and operated only at the Installation Site and shall not be removed without the prior written consent of Company, in Company's sole and absolute discretion.
- d. **Renewal Terms.** Subject to the provisions of this subsection, Company hereby grants Customer the option to renew and extend the Initial Term of each Street Light on the same terms, conditions and provisions as contained in this Lease, except as otherwise expressly provided herein, for two (2) consecutive periods of sixty months each (each being referred to as a "**Renewal Term**" and collectively, the "**Renewal Terms**"). If exercised in accordance herewith, the first Renewal Term shall commence on the first (1st) day after the Expiration Date and the second Renewal Term on the day after expiration of the first Renewal Term. The Initial Term and each Renewal Term that comes into existence are collectively referred to in this Lease as the "**Term.**" The option to elect a Renewal Term shall be exercisable, if at all, in the following manner:
 - i. Each Renewal Term shall be automatically exercised and come into existence unless, not more than six (6) months prior to the Expiration Date of the Initial Term for each Street Light, and of the first Renewal Term thereof, if it comes into existence, Customer, by written notice to Company ("**Cancellation Notice**") exercises an option to cancel such automatic Renewal Term. If the first Renewal Term is cancelled in the aforesaid manner, the Term (including any right to the second Renewal Term) and Customer's rights hereunder, as well as its right to use and possess the Street Lights shall expire on

the Expiration Date. Customer may however, at its option, exercise the right to cancel the Renewal Term for some or all Street Lights expiring after the effective date of the Cancellation Notice, as provided in such notice.

- ii. If Customer fails to deliver a Cancellation Notice, as aforesaid, prior to the effective date of the first Renewal Term, then the first Renewal Term shall come into existence on the same terms, conditions and provisions as contained herein, provided that Rent during the first Renewal Term shall be in the amounts described in Section 3 below. If Customer fails to deliver a Cancellation Notice as aforesaid prior to the effective date of the second Renewal Term, then the second Renewal Term shall come into existence on the same terms, conditions and provisions as contained herein, provided that Rent during the second Renewal Term shall be in the amounts described in Section 3 below, and thereafter there shall be no other or additional Renewal Terms.
- iii. At the sole option of Company, no Renewal Term shall come into existence if an Event of Default (as defined below) has occurred and is then continuing under this Lease.

3. Monthly Rent Payments; Security Deposit.

- a. **Rent.** During the Initial Term of this Lease, Customer shall pay Company monthly Rent for the rental and use of the Street Lights with respect to which the Commencement Date of the Initial Term has begun, in advance, as follows (“**Rent**”). The Rent payable in each month of the first Lease Year of the Initial Term shall be based upon Fifty Dollars (\$50.00) per mechanically complete and operational Street Light per month, together with all applicable sales, excise, rental, and use taxes. With respect to any Street Light that is mechanically complete and operational for a period less than an entire month, the rent for such partial month shall be prorated based on the number of days in the month during which the Street Light was mechanically complete and operational compared in proportion to the total number of days in the month.
- b. **Price Index Defined.** For purpose of this Lease and the following provisions, the term “**Price Index**” means mean the Consumer Price Index for “All Urban Consumers” published by the Bureau of Labor Statistics of the United States Department of Labor, for the “South Region,” “All Items,” (1982-84=100) or any successor or substitute index, appropriately adjusted. In the event that the Price Index ceases to use 1982-84=100 as the basis of calculation, then the Price Index shall be converted to the figure that would have been calculated as nearly as shall be practical had the manner of calculating the Price Index in effect at the date of this Lease not been altered.
- c. **Annual Rent Redetermination.** Effective as of the annual anniversary of the Commencement Date in each Lease Year subsequent to the first Lease Year during the Term of this Lease, Company shall have the right, upon written notice to Customer, to increase the Rent payable hereunder by an amount equal to the GREATER of (i) three percent (3%) of the Rent payable during the immediately preceding Lease Year, or (ii) the percentage increase of the Price Index for the second month preceding the Lease Year for which the determination is being made, over the Price Index for the same month preceding the beginning of the previous Lease Year (or the Commencement Date in the case of the first Lease Year) (“**Percentage Increase**”). The Percentage Increase shall be multiplied by the Rent charged per Street Light for the previous Lease Year and added to such Rent to produce the applicable Rent per Street Light for the Lease Year of determination. Customer covenants and agrees that such escalated Rent shall thereafter be payable in equal monthly installments, until the next escalation date pursuant to the

terms of this Lease. Company is not obligated to increase the Rent for any Lease Year; provided, however, if Company waives an increase in Rent for any Lease Years, the Percentage Increase shall be cumulative in application to any subsequent Lease Year in which Company announces the collection of an increase.

- d. **Example.** The following formula illustrates the intentions of the parties hereto as to the computation of the aforementioned escalation of Rent:

$$\frac{\text{Price Index}_2 - 1}{\text{Price Index}_1} = (\% \text{ Change in Price Index}) \times (\text{Prior Lease Year Rent}) + (\text{Prior Lease Year Rent})$$

= Rent for Prospective Lease Year

- e. The following examples illustrate the application of the above formula:

- **Example 1.** Assume that the Rent for a Lease Year ending April 30, 2022 is \$50,000.00 (all Street Lights having been installed), the applicable Price Index for the previous Lease Year (i.e., March, 2021) is 247.867, and the Price Index for March 2022 is 253.072. Therefore, $253.072 \div 247.867 = 1.021 \times \$50,000 = \$51,050$. However, at Company's option, because three percent (3%) of \$50,000 is \$1,500, therefore Company is entitled to escalate the Rent to \$51,500.00, which would become the Rent for the new Lease Year beginning May 1, 2022.
- **Example 2.** Assume the same facts as above, except that the Price Index for the previous Lease Year (i.e., March, 2021) is 247.867, and the Price Index for March 2022 is 263.072; Therefore, $263.072 \div 247.867 = 1.061 \times \$50,000 = \$53,067.17$, which becomes the Rent for the new Lease Year beginning May 1, 2020.
- **Example 3.** Assume the same facts as in Example 2 above, except that Company did not announce a Rent increase for 2021 and, during such period, continued to collect the Rent amount payable for Lease Year 2020. The Rent due for Lease Year 2022 would be the same as in Example 1, based on the amount of the Rent that would have been collected during the Lease Year for which collection was waived.

- f. **Unavailability of Price Index.** In the event that the Price Index for any particular Lease Year is unavailable as of the date of determination of the annual Rent, Customer shall continue to make monthly Rent payments based on the monthly installments calculated for the preceding escalation of Rent until such Price Index is made available, at which time the Rent shall escalate in accordance with this section, and Customer shall make a retroactive payment to Company equal to the difference between (i) the Rent due from the date the first increase in Rent became effective until the increase was finally computed and (ii) the Rent actually paid by Customer from the date the increase became effective until the date such increase was finally computed. In no event shall the Rent in a given year be less than the Rent for the immediately preceding year.

- g. **Invoices for Rent.** For the convenience of Customer only, Company may invoice Customer monthly, stating (i) the Rent due, (ii) any additional charges incurred by Customer under this Lease, and (iii) the total amount due from Customer. Customer's obligation to timely pay amounts due under this Lease shall not be affected by the failure of Company to issue an invoice or any inaccuracy in any invoice. Any delay or failure of Company in computing or billing Customer for the escalation of annual Rent as

provided herein shall not constitute a waiver of or in any way impair the continuing obligation of Customer to pay such escalation of annual Rent hereunder.

- h. Obligation to Pay Escalated Rent. Customer's obligation to pay the escalated Rent pursuant to this subsection shall continue and shall cover all periods through and including the Expiration Date, and shall survive any expiration or termination of this Lease.
- i. Payment Dates for Rent. Except for the first installment of Rent (which shall be payable on the Commencement Date of the Term for each Street Light), Rent shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Lease Year of the Term. Rent payable for any partial month shall be prorated on a per diem basis, based upon a thirty (30) day month. Customer agrees that the covenant to pay Rent and all other sums under this Lease is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Lease. Notwithstanding any provision of this Lease to the contrary, however, Rent shall not be payable during the period from the date of execution of this Lease until the Commencement Date.
- j. Rent Delinquencies. Any Rent payable by Customer to Company under this Lease which is not paid within ten (10) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, in each instance, to cover Company's additional administrative costs and (ii) if any payment shall remain overdue for more than fifteen (15) days, interest on all such unpaid sums (other than the late charge), at a per annum rate equal to the lesser of the highest rate permitted by law under Chapter 218, Florida Statutes or eighteen percent (18%). The rate of interest determined pursuant to the preceding sentence is sometimes hereinafter referred to as the "**Maximum Interest Rate.**" Such late charges and interest will be due and payable upon demand, and will accrue from the date that such Rent late charges or other sums are payable under the provisions of this Lease until actually paid by Customer. Such late charges and interest shall not be considered the granting of a grace period. Customer shall also pay all applicable Florida sales, excise, franchise, privilege, and use tax levied on Rent.
- k. Security Deposit. As security for the payment and performance of this Lease by Customer, Customer agrees to deposit with Company a cash sum equal to One Hundred Dollars (\$100.00) multiplied by the number of Street Lights to be installed pursuant to this Lease, as it may be amended from time to time ("**Security Deposit**"). Company shall be entitled to commingle the Security Deposit with its other funds. If an Event of Default (as defined below) shall occur, Company may, at its option, but without prejudice to any other rights which Company may have, apply all or part of the Security Deposit to compensate Company for any loss, damage, or expense sustained by Company as a result of such default. If all or any part of the Security Deposit is so applied, Customer shall restore the Security Deposit to its original amount on demand of Company. Subject to the provisions of this subsection, within thirty (30) days following termination of this Lease, if Customer is not then in default or if no default would occur after a lapse of time, the Security Deposit will be returned by Company to Customer.
- l. Taxes. Customer shall either pay or reimburse Company for any and all Taxes (as hereafter defined) assessed on the Rent or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority. For purposes of this Section 3(l), "Taxes" means any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company's revenues due to

the lease of the Street Lights under this Lease, which shall be Company's responsibility. Customer shall show Company as the owner of the Street Lights on all tax reports or returns, and deliver to Company a copy of each report or return and evidence of Customer's payment of Taxes upon request.

4. Conditions to Obligations.

- a. Conditions to Company's Obligations. Company's obligations under this Lease are conditioned on the satisfaction of the following conditions by Company ("**Conditions**"):
 - i. Completion of a physical inspection of the Installation Site, including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Installation Site for the Street Lights;
 - ii. Approval of (A) this Lease and (B) the Construction Agreement (if any) for the Street Lights by all parties providing debt or equity financing to Company in connection with its acquisition, design, installation, or construction of the Street Lights ("**Company's Financing Parties**"). "**Construction Agreement**" as used in this subsection means any agreement between Company and any contractor or subcontractor to install the Street Lights;
 - iii. Receipt of all necessary zoning, land use and building permits by Company and/or any contractor of subcontractor performing work or services under the Construction Agreement.
- b. Failure of Conditions. If any of the conditions listed in subsection (a) are not satisfied within a reasonable time after the date of this Lease, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the unsatisfied Conditions. If the Parties are unable to negotiate new dates, then Company may terminate this Lease upon ten (10) days written notice to Buyer without liability for costs or damages or triggering a default under this Lease.
- c. Commencement of Construction. Company's obligation to commence construction and installation of the Street Lights is conditioned on Company's receipt of (A) proof of insurance for all insurance required to be maintained by Customer under this Lease, (B) written confirmation from any party holding a mortgage, lien, or other encumbrance over the Installation Site, if any, that such party will recognize Company's rights under this Lease for as long Company is not in default hereunder and (C), a signed and notarized original copy of an original grant of easement, executed and delivered by Customer, in recordable form, substantially in the form attached hereto as **Exhibit "B"** (the "**Easement Agreement**").

5. Street Light Design and Approval.

Based on written Street Light design specifications provided by Customer in consultation with Company for installation of the Street Lights at the Installation Site, Company shall prepare and provide Customer with a copy of a final design sketch with pole identification numbers at least ten (10) business days prior to the commencement of installation. If Company is unable to provide some or all of the Street Lights selected by Customer or Company is unable to install the Street Lights in reasonable proximity to the locations identified in Customer's original design specifications, Company shall note any material deviations from Customer's original design specifications or equipment selections in the final design sketch. If the final design sketch has been provided to Customer, as required immediately above, and Customer has not advised Company of specific changes to be made to the final design sketch prior to the commencement of work at

the Installation Site, then Customer will be deemed to have consented to the configuration and installation of the Street Lights pursuant to the final design sketch. If, however, Customer advises Company of specific changes to the final design sketch, then representatives of Customer and Company shall meet and use reasonable efforts to resolve any disagreement regarding such changes promptly. **COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STREET LIGHTS, THE STREET LIGHT INSTALLATION DESIGN, AND THE INSTALLATION OF THE STREET LIGHTS THEMSELVES, AND HEREBY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

6. Change Orders.

The Street Lights shall be configured and installed pursuant to the final design sketch. Any change order requested by Customer shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Commencement Date. If approved by Company, the final design sketch shall be revised at Customer's expense, and 100% of the cost of the change order shall be paid to Company by Customer in cash in advance as a condition of any such change order.

7. Damages During Construction.

Customer shall be responsible for all costs incurred to repair or replace any Street Lights which are damaged by Customer, its agents, employees, or authorized representatives during construction of Customer's facilities, including, but not limited to, costs incurred to repair or relocate Street Lights to proper depths in response to a lowering of the grade of the soil above any conduit serving the Street Lights. Any damage or loss during installation of Street Lights caused by windstorm, fire, flood, fallen trees vandalism, vehicular accident, or other cause not the result of any action or omission of Company shall be restored or repaired by Customer at the expense of Customer.

8. Customer Information and Preparation; Indemnification.

- a. Information Provided By Customer. Customer shall locate and advise Company, through the provision of an accurate map and other necessary written descriptions provided from the developer of the project, of the exact location of all underground facilities, including, but not limited to: sanitary and storm water pipes, septic tanks, potable and irrigation wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, storm drainage systems, and any other buried underground facilities or equipment (collectively, "**Underground Facilities**") at the Installation Site at least ten (10) days prior to the commencement of any work by Company at the Installation Site.
- b. Damage to Underground Facilities. Any and all cost or liability for damage to Underground Facilities caused by Company that were not properly identified by Customer, as described under this Paragraph, shall be paid by Customer. Except for those claims, losses and damages arising out of Company's sole negligence, Customer agrees to defend, at its own expense, and indemnify Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Street Lights. The phrase "property damage" includes, but is not limited to, damage to the property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Lease, the "**Company**" shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

- c. Sovereign Immunity. Nothing in this Lease shall be deemed as a waiver of immunity or limits of liability of Customer beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Lease shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9. Environmental Attributes and Environmental Incentives.

- a. Ownership of Environmental Attributes. Company is and shall be the owner of all Environmental Attributes and Environmental Incentives (as defined below) and is entitled to the benefit of all Tax Credits (as defined below), and Customer's lease of the Street Lights under this Lease does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Street Lights, all of which shall be retained by Company. Customer shall cooperate with Company in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the Street Lights in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Customer shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Company. If any Environmental Incentives are paid directly to Customer, Customer shall immediately pay such amounts over to Company.
- b. **"Environmental Attributes"** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Street Lights, the production of electrical energy from the Street Lights and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Customer and Company shall file all tax returns in a manner consistent with this Section. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products, if and to the extent any of the foregoing are applicable.
- c. **"Environmental Incentives"** means any credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Street Lights, environmental benefits of using the Street Lights, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the Street Lights or any Governmental Authority.
- d. **"Governmental Authority"** means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial,

public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

- e. **“Tax Credits”** means any and all (a) investment tax credits, and (b) similar tax credits or grants under federal, state or local law relating to the construction, ownership or use of energy from the Street Lights.

10. Non-Standard Service Charges.

Customer shall pay all costs associated with any additional Company facilities and services that are not included in the design and installation plans and specifications, including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, and any devices required by local ordinances or regulations to control the level or duration of illumination, including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations. Company will bill Customer the actual cost of such non-standard facilities and services as incurred and Customer shall pay such billed costs with the next installment of monthly Rent due from Customer.

11. Maintenance and Repair; Limitation on Damages.

- a. **Regular Maintenance.** Regular maintenance of the Street Lights according to industry standard best practices for maintenance such as monthly cleaning of LED light covers and updating of the software shall be the obligation of Customer. Company shall provide Customer with the names and contact information of licensed and insured professional vendors who will perform such maintenance, Customer shall contract with such vendors promptly, and shall pay the recurring fees of the vendor(s) promptly when due.
- b. **Repairs and Replacements.** Company shall cause all other repairs and replacements to the Street Lights to be made to keep the Street Lights in reasonable operating order and repair. In connection with the foregoing, Company shall furnish, repair, and replace, as necessary, at its expense, all electric light, luminaires, storage batteries, solar panels, support poles, and lighting control equipment which are a part of the Street Lights. Notwithstanding the foregoing provisions of this subsection b., if any part of a Street is destroyed, damaged, suffers a casualty, or requires repairs as the result of any act or omission of Customer, or its employees, agents, contractors, subcontractors, or any owner, tenant, or occupant of a lot or parcel in the project of which the Installation Site is a part (or their respective invitees), (collectively, **“Customer Responsible Parties”**), Company shall be entitled to repair or replace the same, and the cost of any such repairs or replacements shall be paid or reimbursed to Company by Customer upon demand by Company. Alternative, in such event, Company shall have the right to require Customer to repair or replace the Street Lights using vendors approved by Company, in the reasonable judgment of Company, at Customer’s expense.
- c. **Emergency Repairs or Replacements.** If, in any emergency, it shall become necessary for Company to make any repairs or replacements required to be made by Customer as aforesaid, Company may enter upon the Installation Site, or any portion thereof, and proceed forthwith to have the repairs or replacements made and pay the costs thereof. In such event, Company shall use reasonable efforts to notify Customer of the date, time, and facts surrounding such entry as soon as reasonably possible after the emergency condition is abated. If the emergency condition was caused by any act or omission of Customer or any Customer Responsible Parties, or if the nature of the repair is within Customer’s responsibility under this Lease, then, upon demand, Customer shall reimburse Company for the reasonable cost of making the repairs. Customer shall promptly notify Company of any matters of

which it is aware pertaining to any damage to or loss of use of the Street Lights or that could reasonably be expected to adversely affect the Street Lights.

- d. **Suspension of Operations.** Notwithstanding anything to the contrary herein, Company shall be entitled to suspend operation of the Street Lights for the purpose of maintaining and repairing them, and such suspension of operation shall not constitute a breach of this Lease; provided, however, that Company shall use commercially reasonable efforts to minimize any interruption in operation to Customer.
- e. **Exculpation.** Company shall not be liable to Customer for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by all or part of the Street Lights or the use or maintenance thereof; the repairs, servicing or adjustments thereto, loss of use thereof; any loss of business or business damage, any complete or partial failure or interruption of service, any shut down for repairs or adjustments, any delays in providing or restoring service, or failure to warn of any interruption of service or lighting, including any of the foregoing attributable to the negligence of Company.
- f. **Alterations or Improvements.** Customer shall not make any alterations or repairs to the Street Lights without Company's prior written consent, in Company's sole discretion. If Customer wishes to make such alterations or repairs, Customer shall give prior written notice to Company, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Company the opportunity to advise Customer in making such alterations or repairs in a manner that avoids damage to the Street Lights, but, notwithstanding any such advice, Customer shall be responsible for all damage to the Street Lights caused by Customer or its contractors. To the extent that temporary disconnection or removal of the Street Lights is necessary to perform such alterations or repairs, such work and any replacement of the Street Lights after completion of Customer's alterations and repairs, shall be done by Company or its contractors at Customer's cost. If and to the extent permitted by Company, all of Customer's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- g. **Insolation.** Customer understands that unobstructed access to sunlight ("**Insolation**") is essential for the proper performance of the Street Lights and a material term of this Lease. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the Street Lights' Insolation. If Customer becomes aware of any activity or condition that could diminish the Insolation of the Street Lights, Customer shall notify Company immediately and shall cooperate with Company in preserving the Street Lights' existing Insolation levels.

12. Outage Notification.

Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly of any Street Light malfunctions and outages.

13. Vandalism.

Customer shall be responsible for the cost incurred to repair or replace any Street Lights that have been damaged as a result of vandalism. Company shall not be required to make such repair or replacement prior to payment by Customer for such damage. At Customer's expense, and at Company's discretion, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism.

14. Tree Trimming.

Customer shall arrange for tree trimming by qualified personnel at Customer's sole expense when the installation of, illumination from or maintenance access to the Street Lights is obstructed by trees and other vegetation. Company will not be responsible for trimming trees for lighting installation or illumination obstruction. Failure to maintain adequate clearance around the luminaires and poles may cause a delay in requested repairs or required maintenance.

15. Ownership of Street Lights.

The Street Lights shall remain Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site, and shall not be deemed a fixture. Any claim that Company has or may hereafter have with respect to the Street Lights shall be superior to any lien, right or claim of any nature that Customer or anyone claiming through Customer now has or may hereafter have with respect to the Street Lights by law, agreement or otherwise. Upon request of Company, Customer shall, promptly advise Company in writing of the exact location of any portion of the Street Lights and shall give Company prompt notice of any removal of any portion of the Street Lights from their location as installed by Company.

16. Attachments.

In no event shall Customer place upon or attach to the Street Lights any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Street Lights or tend to create a dangerous condition. Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

17. Street Light Damage and Insurance.

a. Street Light Damage. If any Street Lights are damaged or destroyed other than by the negligence or willful misconduct of Customer or any Customer Responsible Parties, Company shall promptly repair, restore, or replace the Street Lights, to their pre-existing condition, and shall have the right to use all proceeds of insurance payable in connection with the damage or destruction for repair, replacement or restoration purposes. Any loss or damage that is not the responsibility of Company to restore or repair as aforesaid shall be promptly repaired or replaced by Company at the expense of Customer, and Customer shall pay the cost of such repairs or replacements promptly within thirty (30) days after receipt of an invoice from Company. Notwithstanding the foregoing, however, if more than fifty percent (50%) of the Street Lights are destroyed during the last five (5) years of the Initial Term or during any Renewal Term, Company may elect, at its sole option, either to (A) restore, repair, or replace the destroyed portion of the Street Lights, or (B) Company may terminate this Lease, whereupon Company shall be entitled to receive an assignment of the insurance proceeds payable in respect of the damage or destruction, and the provisions of this Lease with respect to abandonment or removal of the Street Lights upon expiration of this Lease in Section 21 shall be applicable.

b. Insurance Coverages.

i. By Company. Company shall procure and maintain policies of insurance, at its own cost and expense, as follows:

A. Commercial General Liability Insurance coverage naming Company as insured and Customer as an additional insured. Such insurance shall be primary and non-contributing and shall not apply as excess to any other insurance secured by or available to Company, and shall have limits of liability as follows: Commercial General Liability of: (i) \$2,000,000 per occurrence; (ii) \$3,000,000 General Aggregate

- Per Location Basis; (iii) \$2,000,000 Personal Injury - Employee Exclusions Deleted; (iv) \$2,000,000 Contractual Liability; (v) \$100,000 Real Property Legal Liability; (vii) \$10,000 Medical Payments

- B. Commercial Umbrella/Excess Liability of \$2,000,000 with a combined single limit in excess of the amounts set forth in subsection i.A.
 - C. All Risk Property Insurance, insuring against loss or damage by fire, windstorm, flood, malicious mischief, vandalism, and all other insurable casualties insured by a full and complete extended coverage endorsement for not less than one hundred percent (100%) of the full replacement cost of the Street Lights, as determined by Company, and naming Company as the primary insured and loss payee under such policy. Employer's liability insurance with coverage of at least \$1,000,000; and
 - D. Workers' compensation insurance as required by law.
- ii. By Customer. Customer shall procure and maintain policies of insurance, at its own cost and expense, as follows:
- A. Commercial General Liability Insurance coverage naming Customer as insured and Company as an additional insured. Such insurance shall be primary and non-contributing and shall not apply as excess to any other insurance secured by or available to Company, and shall have limits of liability as follows: Commercial General Liability of: (i) \$2,000,000 per occurrence; (ii) \$3,000,000 General Aggregate - Per Location Basis; (iii) \$2,000,000 Personal Injury - Employee Exclusions Deleted; (iv) \$2,000,000 Contractual Liability; (v) \$100,000 Real Property Legal Liability; (vii) \$10,000 Medical Payments
 - B. Commercial Umbrella/Excess Liability of \$2,000,000 with a combined single limit in excess of the amounts set forth in Section ii. A above.
- c. Requirements of Policies of Insurance. All policies referred to above shall: (i) be issued by insurers licensed to do business in Florida and reasonably acceptable to Company; and (ii) be in a form reasonably satisfactory to Company. Customer shall furnish Company with certificates of insurance evidencing the coverage required by this Lease with an additional insured endorsement on ISO form CG 20 11 01 96, or equivalent form. If (i) Customer fails to take out or to keep in force any insurance referred to in this Section or should any such insurance not be approved by Company, and (ii) Customer does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Company to Customer specifying the nature of such omission, then Company shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Customer and all outlays by Company shall be paid by Customer to Company, without prejudice to any other rights or remedies of Company under this Lease.
- d. Waivers of Subrogation. Except as otherwise provided herein, whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either Customer or Company, or anyone claiming by, through, or under either of them, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under this Lease to be so insured, then the party so insured (or so required to be insured) hereby waives any claims against and releases the other party from any liability said other party may have on account of

such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required). The parties agree to furnish to each insurance company which has issued or will issue policies of casualty insurance on the Building, written notice of said waivers and to have the insurance policies properly endorsed, if necessary, to acknowledge such subrogation waivers.

18. Light Trespass.

Customer acknowledges and agrees that Customer is solely responsible for specifying the general location of the Street Lights and the direction and orientation of the illumination provided thereby. Company will not be required to install or continue to operate the Street Lights at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the illumination is objectionable to others, Customer shall be responsible for the costs incurred to relocate, remove, or shield the Street Lights in addressing the objection, unless Customer is otherwise able to fully address and satisfy the third-party objections in question. In the event removal of any Street Lights is the only practicable resolution of the objection, such removal will be deemed a partial termination prior to the expiration of the Initial Term and Customer promptly shall pay Company the damages specified under Section 20 (Default) below therein for any Street Lights that must be removed.

19. Assignment and Financing.

- a. **Assignment.** This Lease shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Lease, and all right, title and interest of Company in and to the Street Lights, and all Rent and other sums due or to become due under this Lease. Company's Financing Parties, including any bank or other lending institution to which this Lease may be assigned or pledged from time to time, shall be obligated to perform any duty, covenant or condition required to be performed by Company which arose prior to the date of the assignment, nor shall such Lender be responsible for any Security Deposit paid by Customer under this Lease. Customer may assign or transfer this Lease only with Company's prior written consent, which consent may be withheld, conditioned or delayed in Company's sole discretion. In the event of an assignment to which Company consents, the approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Lease. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights.
- b. **Financing.** The Parties acknowledge that Company may obtain short or long-term financing or other credit support from Company's Financing Parties, which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to a leaseback of the Street Lights from such person. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Lease that may be reasonably requested by Company's Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Lease. In connection with an assignment pursuant to this Section 19, Customer agrees to execute any consent, estoppel, subordination, or acknowledgement in form and substance reasonably acceptable to Company's Financing Parties.

- c. Successor Servicing. The parties further acknowledge that in connection with any financing or other credit support provided to Company or its affiliates by Company's Financing Parties, such Financing Parties may require that Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Street Lights and/or administrative services with respect to this Lease (the "Successor Provider"). Customer agrees to accept performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Lease.

20. Default. Each of the following shall constitute an "**Event of Default**" under this Lease:

- a. Rent. Customer's failure to pay the Rent or any other sum when due from time to time under this Lease, if such failure to pay continues for a period of ten (10) days after written notice from Company; Other Default. A breach of, or failure to perform, any other covenant or obligation under this Lease, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Street Lights or the party's rights under this Lease are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days;
- b. Removal of Street Lights, Etc. Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site;
- c. Bankruptcy, Reorganization, Etc. The filing of a petition by Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer's property; the filing of a petition against Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer's property and the failure to discharge or dismiss any such proceedings within sixty (60) days from its filing; an assignment by Customer for the benefit of creditors; or the taking possession of the Installation Site, or any other property of Customer, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Customer.
- d. Remedies. If an Event of Default occurs, the affected party, without further notice or demand, shall have the rights and remedies hereinafter set forth and under applicable Florida law, all of which shall be distinct, separate and cumulative. Company may terminate this Lease by giving Customer written notice of its election to do so, in which event the Term shall end and all right, title and interest of Customer hereunder shall terminate on the date stated in such notice, provided, however, that Customer will remain liable for all Rent and other sums and charges due hereunder through the end of the Term and all damages resulting from Customer's default, all such Rent and other sums and charges being accelerated and reduced to present value at the "prime rate" of interest published in the Wall Street Journal on the date of termination of this Lease, plus five percent (5%). Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights; provided, however, that any such re-letting shall be at Company's sole discretion. Company may enter upon the Installation Site to take possession of and remove the Street Lights, and to store or dispose of the same as Company sees fit. Such entry and repossession may be effectuated peaceably without legal process, by summary dispossession proceedings, or otherwise as permitted by law, in Company's sole discretion. All Street Lights removed from the Installation Site by Company pursuant to any provisions of this Lease or by law shall be handled, removed or stored by Company at the cost and expense of Customer. Customer shall pay Company for all expenses incurred by Company in such removal and for storage charges for the

Street Lights for so long as the same shall be in Company's possession or under Company's control. Without limiting the foregoing, Company may remedy or attempt to remedy any Event of Default under this Lease for the account of Customer and may, upon not fewer than twenty-four (24) hours prior notice to Customer (except that no notice shall be required during an emergency) enter upon the Installation Site for such purposes. Company shall not be liable to Customer for any loss or damage caused by acts of Company in remedying or attempting to remedy such default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default. Any expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

21. Disposition of Street Lights at Expiration or Termination of Lease.

- a. Removal or Abandonment. Upon the expiration or earlier termination of this Lease, Company may elect, at its sole option, either to remove all of the Street Lights on a mutually convenient date, but in no event later than ninety (90) days after the expiration or termination of the Lease ("**Return Date**") or to abandon the Street Lights in place, in which latter case the Street Lights shall become the property of Customer. Any removal shall be at Company's expense, unless the termination is due to a default by Customer or damage to the Street Lights by Customer or a Customer Responsible Party resulting in a termination of this Lease under subsection 17.a. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, including any mounting pads or other support structures and Company shall leave the Installation Site in reasonable restored and clean condition. In such event, Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during Street Light removal.
- b. Inspection of Street Lights. Prior to any removal of the Street Lights, if Company elects to remove it as aforesaid, Company shall inspect the Street Lights to determine if they have been damaged by Customer or any party for which Customer is legally responsible. If the results of such inspection indicate that the Street Lights, or any component thereof, have been damaged Customer shall pay to Company within ten (10) days of demand, the estimated cost ("**Estimated Cost**") of servicing or repairing the Street Lights or components thereof. The Estimated Cost shall be determined by Company by obtaining two quotes for such service or repair work and taking their average. Customer shall bear the cost, if any, incurred by Company in obtaining such quotes.
- c. Holdover of Street Lights. If Company elects to remove the Street Lights, and Customer fails to permit Company to retrieve the Street Lights on the Return Date, Company shall be entitled to damages equal to the higher of (i) the monthly Rent for the Street Lights, pro-rated on a per diem basis, for each day the Street Lights is retained beyond the Return Date; or (ii) the daily fair market rental for the Street Lights on the Return Date. Such damages for retention of the Street Lights after the Return Date shall not be interpreted as an extension or reinstatement of the Term.
- d. Retention of Rights. The provisions contained in this Section shall survive the expiration or other termination of this Lease.

22. Representations, Warranties, and Covenants.

- a. General Representations and Warranties. Each party represents and warrants to the other the following as of the Effective Date:

- i. Such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Lease have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Lease is valid obligation of such party, enforceable against such party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. Such party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such party to own its assets, carry on its business and to execute and deliver this Lease; and such party is in compliance with all laws that relate to this Lease in all material respects.
- b. Customer's Representations and Warranties and Covenants. Customer represents and warrants to Company the following as of the Effective Date and covenants that throughout the Term:
 - i. Other Agreements. Neither the execution and delivery of this Lease by Customer nor the performance by Customer of any of its obligations under this Lease conflicts with or will result in a breach or default under any agreement or obligation to which Customer is a party or by which Customer or the Installation Site is bound.
 - ii. Accuracy of Information. All information provided by Customer to Company, as it pertains to the Installation Site's physical configuration, Customer's planned use of the Installation Site, and Customer's estimated electricity requirements, is accurate in all material respects.

23. Force Majeure.

Notwithstanding any foregoing provisions of this Lease to the contrary, Company shall be entitled to an extension of the time to complete installation of the Street Lights equal to one day for each day Company is delayed in the progress of such work by events of Force Majeure. "Force Majeure" shall mean acts of God, strikes, lockouts, labor troubles, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of Company (financial inability excepted).

24. Notices.

All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party).

25. Attorneys' Fees and Costs.

If, as a result of any breach or default in the performance of any of the provisions of this Lease, either party hereto retains the services of an attorney in order to secure compliance with such provisions or recover damages therefor, and litigation results, then in such event, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party herein reasonable court costs and attorneys' and paralegal assistants' fees for both trial, appellate, bankruptcy, reorganization, and other similar proceedings under state or federal law.

26. No Waiver.

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of payment or performance by either party hereunder shall not be deemed to be a waiver of any preceding breach by the other party of any term, covenant, or condition of this Lease, other than the failure of Customer to pay the payment when due, regardless of the party's knowledge of such preceding breach at the time of acceptance of such payment or performance. No covenant, term, or condition of this shall be deemed to have been waived by a party, unless such waiver be in writing and signed by the party to be charged with a waiver.

27. General.

No delay or failure by Customer or Company to exercise any right under this Lease shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Lease may be executed in counterparts, each of which when taken together shall constitute one instrument. A counterpart of this Lease transmitted by facsimile or other electronic means will, if it is executed, be deemed in all respects to be an original document, and any facsimile other electronic signature shall be deemed an original signature and shall have the same binding legal effect as an original executed counterpart of this Lease. The caption of each Section of this Lease is for convenience and reference only and in no way defines, limits or describes the scope or intent of such article or of this Lease. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

CUSTOMER AND COMPANY HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT TO EACH OF THEM IN ENTERING INTO THIS LEASE.

28. Applicable Law; Venue.

This Lease shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action or proceeding brought by either party to this Lease shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located.

29. True Lease Instrument.

Customer and Company intend that this Lease constitutes a true lease under the Florida Uniform Commercial Code ("UCC") and not a Disguised Security Interest (as defined below). Company has and

shall have title to the Street Lights at all times. Customer acquires no ownership, title, property, right, equity or interest in the Street Lights other than its leasehold interest, solely as lessee, and subject to all the terms and conditions of this Lease. "**Disguised Security Interest**" means a sale of the Street Lights subject to a security interest under Article 9 of the UCC to secure the purchase price of the Street Lights.

30. Recordation.

This Lease shall not be recorded in any public records; provided, however, that Company and Customer agree to execute, simultaneously with the execution of this Lease, a Memorandum of Lease in the form attached as **Exhibit "C."** Such Memorandum of Lease shall be recorded by Company and its expense promptly after the Conditions are satisfied, as provided in Section 4 above.

31. Public Records.

As required under Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records required by the Customer in order to perform the service, (b) upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease term and following completion of this Lease if the company does not transfer the records to Customer, (d) meet all requirements for retaining public records and transfer, at no cost, to the Customer all public records in possession of the Company upon termination of this Lease and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT TONYA.ELLIOTT-MOORE@DPFG.COM OR BY REGULAR MAIL AT 15310, AMBERLY DRIVE, SUITE 175, TAMPA, FLORIDA 33647.

32. Florida Sales Tax. Company acknowledges that the Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the Customer any Florida Sales and Use Tax for the work.

33. Governmental Compliance. The Company shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by Federal, State, County, Municipal or regulatory bodies, relating to the contemplated operations and services hereunder. Within three business (3) days following receipt, any party shall each promptly deliver and provide

to the other party copies of any governmental notice of non-compliance, violation, warning, letters, electronic or other communication or inquiry of any type or kind relating to the services hereunder.

34. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Company represents that in entering into this Lease, the Company has not been placed on the convicted vendor list within the last 36 months and, in the event that the Company is placed on the convicted vendor list, the Company shall immediately notify the Customer whereupon this Lease may be terminated by the Customer.

35. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Company represents that in entering into this Lease, the Company has not been designated as a “scrutinized company” under the statute and, in the event that the Company is designated as a “scrutinized company”, the Company shall immediately notify the Customer whereupon this Lease may be terminated by the Customer.

36. No Violation of Bond Covenants; No Impact on Public Facility. Nothing contained in this Lease shall operate to violate any of the covenants set forth in any document related to Customer’s issuance of tax-exempt bonds (the “**Bond Documents**”). In the event any or all of the obligations contained in this Lease would constitute a violation of a Customer’s bond covenants, trust indenture or other Bond Documents, as may be supplemented from time to time, the parties agree to negotiate revisions to this Lease to avoid such violations while maintaining the parties’ intent in entering into this Lease.

[Executions by the parties follow immediately on next page]

[Signature Page for Company]

GIG FIBER, LLC,
a Delaware limited liability company

By: _____

Witness

John M. Ryan

Its Manager

Print Witness Name

“COMPANY”

Witness

Print Witness Name

DRAFT

SIGNATURE PAGE TO SOLAR OUTDOOR LIGHTING EQUIPMENT LEASE

DRAFT

[Signature Page for Customer]

**VILLAGES OF GLEN CREEK
COMMUNITY DEVELOPMENT
DISTRICT,**

a local, special-purpose government district
authorized under Chapter 190 of the Florida Statutes

Witness

Print Witness Name

Witness

Print Witness Name

By: _____

Michael Lawson

Its Chairman

“CUSTOMER”

EXHIBIT "A"

COMMENCEMENT DATE MEMORANDUM

THIS COMMENCEMENT DATE MEMORANDUM ("Commencement Date Memorandum") is made and entered into this ___ day of _____, 20____ by and between **GIG FIBER, LLC** a Delaware limited liability company (the "**Company**"), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan and **VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local, special-purpose government district authorized under Chapter 190 of the Florida Statutes (the "**Customer**"), whose address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647; Attn: District Manager, wherein Company and Customer have entered into that Lease, dated _____, 20____ (the "Lease"). Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as described in the Lease.

WITNESSETH:

WHEREAS, Company and Customer wish to confirm and memorialize the Commencement Date and Expiration Date for certain Street Lights installed in _____ (the "Installation Site") as well as the monthly Rent therefor and other material terms of the Lease.

NOW THEREFORE, Company and Customer agree as follows:

- (1) The Commencement Date of the Term and the applicable monthly Rent payable during the Term for each Street Light is as provided in the table below:

Street Light Number	Commencement Date	Monthly Rent

- (2) The Expiration Date as defined in the Lease shall be twenty (20) years following the Commencement Date for each Street Light described in Subsection (1) above.
- (3) The installation of the Street Lights described in Subsection (1) above on the Installation Site, as required by the Lease, has been substantially completed.
- (4) Customer has accepted the condition of the Street Lights described herein pursuant to the terms of the Lease.
- (5) Except as described herein, all terms and conditions of the Lease are and shall remain in full force and effect.

[Remainder of page intentionally blank]
[Signatures follow immediately on next page]

[Signature Page for Company]

GIG FIBER, LLC,
a Delaware limited liability company

Witness

Print Witness Name

Witness

Print Witness Name

By: _____

John M. Ryan
Its Manager

“COMPANY”

DRAFT

DRAFT

[Signature Page for Customer]

**VILLAGES OF GLEN CREEK
COMMUNITY DEVELOPMENT
DISTRICT,**

a local, special-purpose government district
authorized under Chapter 190 of the Florida Statutes

Witness

Print Witness Name

Witness

Print Witness Name

By: _____

Michael Lawson

Its Chairman

“CUSTOMER”

DRAFT

EXHIBIT "B"

Prepared by and to be returned to:
John Vericker, Esq.
Straley Robin
Vericker 1510 W.
Cleveland Street
Tampa, FL 33606

STREET LIGHT EASEMENT

THIS STREET LIGHT EASEMENT ("Easement") is granted this _____, by the **VILLAGES OF GLEN CREEK Community Development District**, a local unit of special purpose government, created and established under Chapter 190, Florida Statutes, whose mailing address is 15310 Amberly Drive, Tampa, Florida 33647 and (the "**Grantor**").

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does grant a non-exclusive easement to Gig Fiber, LLC (the "**Grantee**"), the Grantor's street lighting provider, to construct, operate, maintain, repair, remove, modify, or replace solar powered street lights and appurtenant structures and the right of ingress and egress over, across, on, above, and/or below ground level of lands of the Grantor in Hillsborough County, Florida, described as follows:

LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF

(This Easement was prepared at the request of the Grantor without the
benefit of a title search.)

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed on the
date first written above.

[Signatures on Following Page.]

Signed, sealed and delivered in the presence of:

**VILLAGES OF GLEN CREEK
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Name: _____

By: _____

By: _____
Name: _____

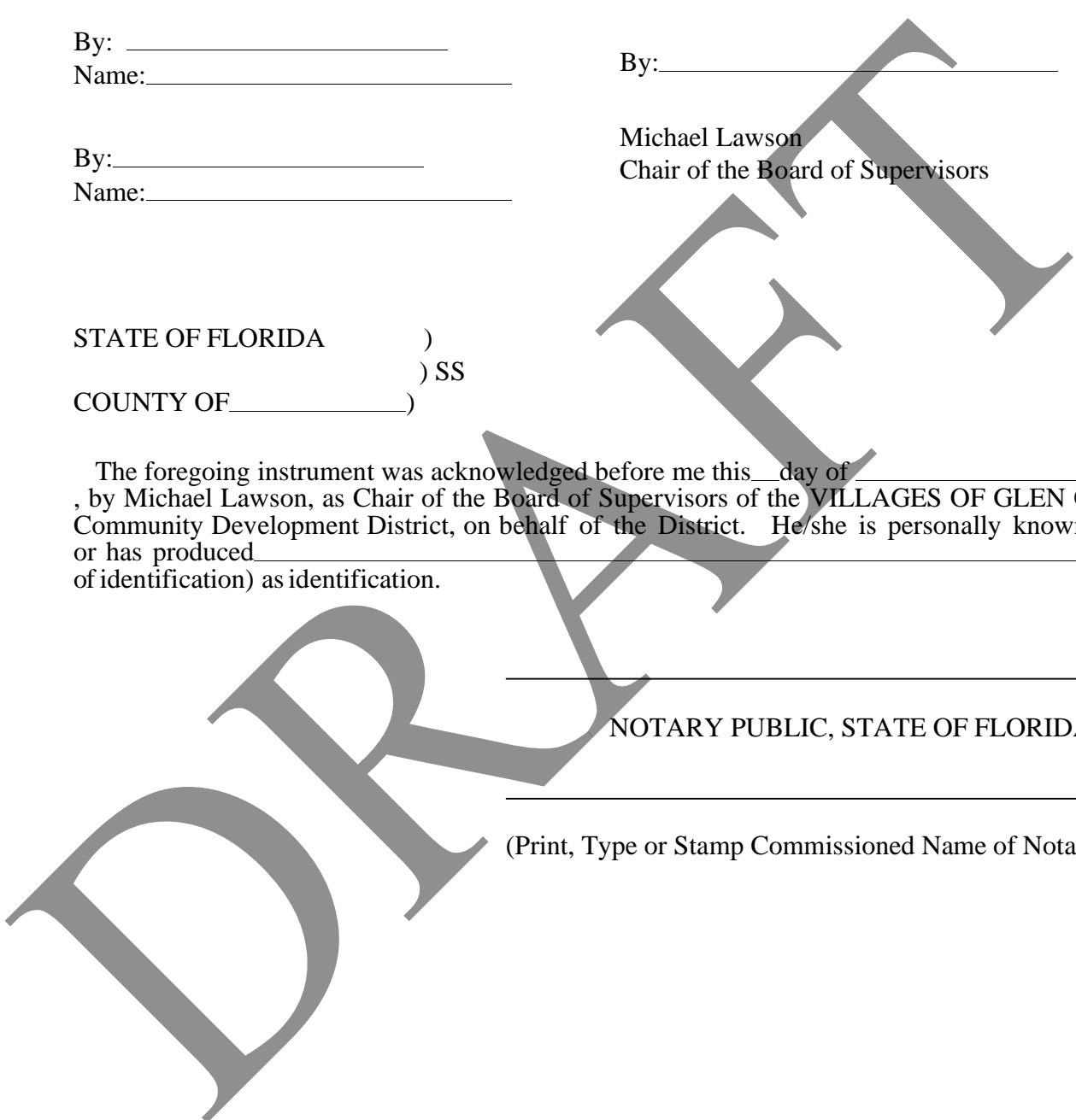
Michael Lawson
Chair of the Board of Supervisors

STATE OF FLORIDA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, _____, by Michael Lawson, as Chair of the Board of Supervisors of the VILLAGES OF GLEN CREEK Community Development District, on behalf of the District. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)



Signed, sealed and delivered in the presence of:

GIG FIBER, LLC
a Delaware limited liability company

By: _____
Name: _____

By: _____

John M. Ryan
Its Manager

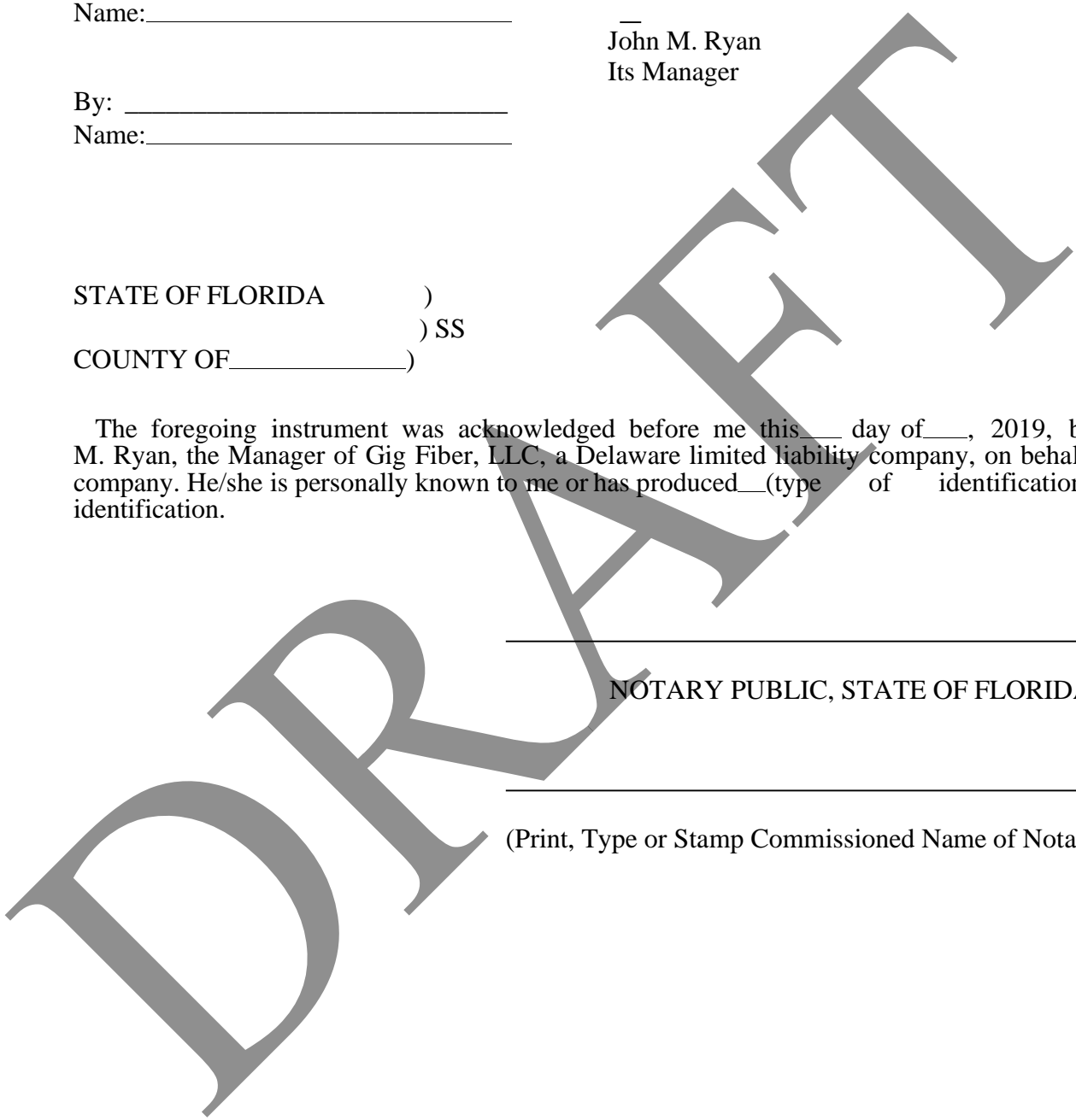
By: _____
Name: _____

STATE OF FLORIDA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of ___, 2019, by John M. Ryan, the Manager of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced ___(type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)



**EXHIBIT "A" (to Easement)
Legal Descriptions**

DRAFT

EXHIBIT "C"

PREPARED BY AND AFTER RECORDING
RETURN TO:
David R. Brittain, Esq.
Trenam Law
P.O. Box 1102
Tampa, FL 33601-1102

_____[Space Above This Line for Recording Information]_____

MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE

THIS MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE ("**Memorandum**"), executed this ____ day of _____, 20____, by and between **GIG FIBER, LLC**, a Delaware limited liability company (the "**Company**"), whose address is 2502 Rocky Point Drive, Ste. 1050, Tampa, Florida 33607 and **VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, created and established under Chapter 190, Florida Statutes (the "**Customer**"), whose address is 15310 Amberly Drive, Tampa, Florida 33647.

WITNESSETH:

WHEREAS, Customer entered into a certain Outdoor Solar Lighting Equipment Lease (the "**Lease**"), dated and having an effective date as of April 2, 2019 (the "**Effective Date**"), whereby Customer leased from Company certain equipment located in Hillsborough County, Florida, described as follows:

Leadsun AE3 Series LED Solar Street Lights, in the number specified in the full Lease, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, as described in the full Lease (collectively, the "**Street Lights**"), located on that certain real property legally described in **Exhibit "A"** attached (the "**Installation Site**"); and

WHEREAS, Customer has granted to Company that certain Easement on, over, and across the Installation Site, dated as of _____, recorded or to be recorded in the Public Records of Hillsborough County, Florida, having the same term as the Lease, for the support, operation, maintenance, repair, and replacement of the Equipment; and

WHEREAS, Company and Customer have entered into this Memorandum to memorialize in the Public Records of Hillsborough County, Florida, the rights and obligations of Company and Customer under the terms of the Lease;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Lease, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. **Installation Site.** Subject to the rent, terms and conditions set forth in the Lease, Company hereby leases, lets, and demises unto Customer, and Customer hereby leases, hires, and rents from Company the Street Lights.
2. **Rental.** The amount of the rental and other consideration payable are set forth in the Lease.
3. **Term.** The initial term of the Lease shall be for twenty (20) years commencing as to each Street Light on the Commencement Date, as defined in the Lease (“**Initial Term**”)
4. **Renewal Terms.** Company has given and granted to Customer two (2) successive options to renew and extend the term of the Lease as to each Street Light for successive sixty (60) month periods (each, a “**Renewal Term**”), with the first such Renewal Term commencing immediately upon the expiration of the Initial Term and the second such Renewal Term commencing immediately upon the expiration of the first Renewal Term, subject to the terms and conditions set forth in the Lease.
5. **Additional Terms.** Company and Customer acknowledge and agree that the Lease is in full force and effect. The Lease in its original form is specifically incorporated by reference herein and made a part hereof. In the event of any conflict between the terms of this Memorandum and the Lease, the terms of the Lease shall control.
6. **Counterpart Execution.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

[Signatures and acknowledgments follow immediately on next page]

[Signatures and acknowledgments for Company]

GIG FIBER, LLC
a Delaware limited liability company

Witness

Print Witness Name

Witness

Print Witness Name

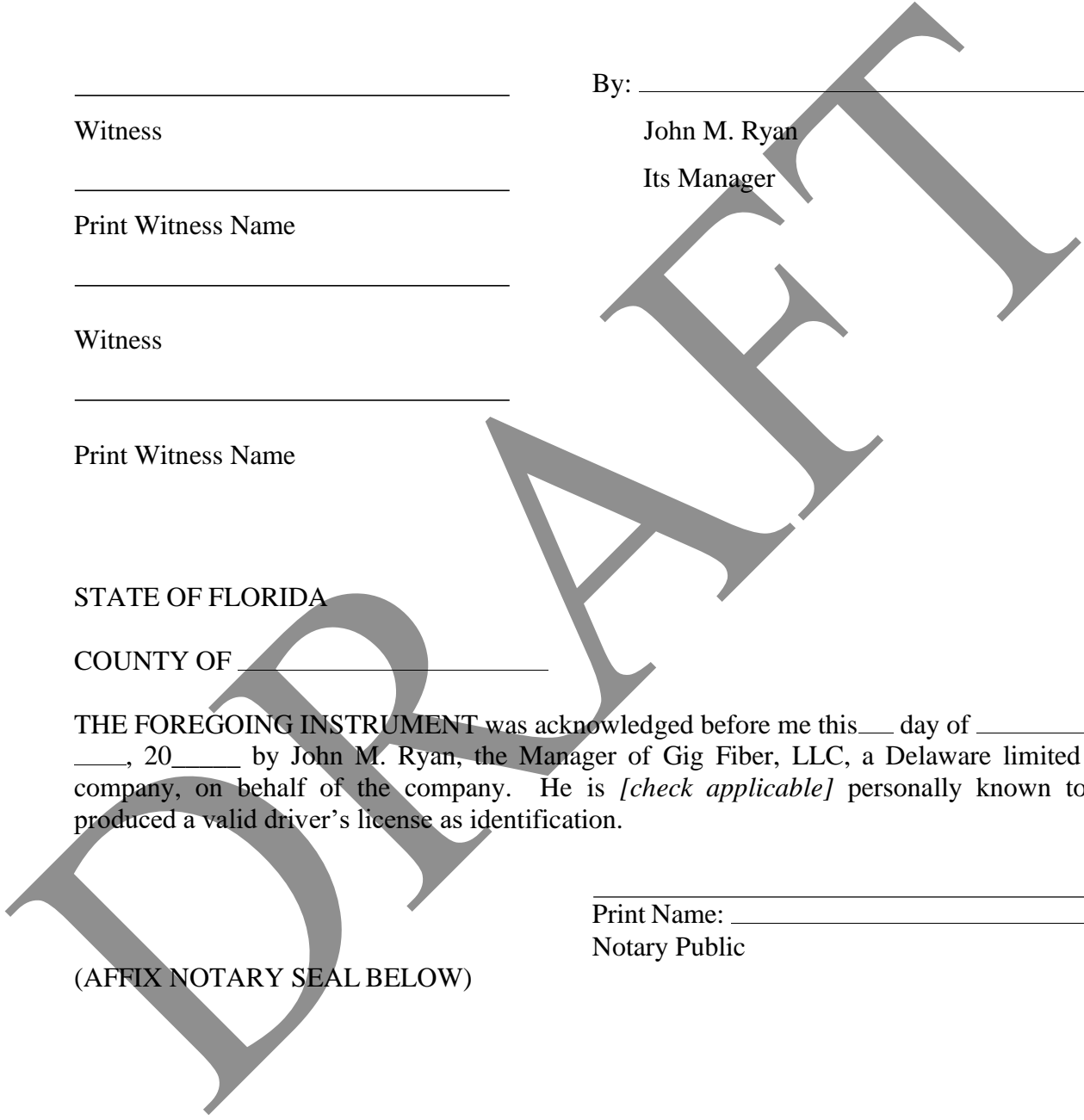
By: _____
John M. Ryan
Its Manager

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ___ day of _____
____, 20___ by John M. Ryan, the Manager of Gig Fiber, LLC, a Delaware limited liability
company, on behalf of the company. He is *[check applicable]* personally known to me, or
produced a valid driver's license as identification.

Print Name: _____
Notary Public

(AFFIX NOTARY SEAL BELOW)



[Signatures and acknowledgments for Customer]

VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special purpose government, created and established under Chapter 190, Florida Statutes

Witness

Print Witness Name

Witness

Print Witness Name

By: _____

Michael Lawson
Chairman

“CUSTOMER”

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20____ by Michael Lawson, as Chairman of the Board of Supervisors of the VILLAGES OF GLEN CREEK Community Development District, on behalf of the District. He is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Print Name: _____
Notary Public

(AFFIX NOTARY SEAL BELOW)

EXHIBIT "A"

Description of Installation Site

[INSERT DESCRIPTION]

DRAFT

EXHIBIT "D"

FORM OF AMENDMENT TO SOLAR EQUIPMENT LEASE

DRAFT

AMENDMENT TO SOLAR LIGHTING EQUIPMENT LEASE

THIS AMENDMENT TO SOLAR LIGHTING EQUIPMENT LEASE (“Amendment”), executed this ___ day of _____, 20____, by and between **GIG FIBER, LLC**, a Delaware limited liability company (the “**Company**”), whose address is 2502 Rocky Point Drive, Ste. 1050, Tampa, Florida 33607 and **VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, created and established under Chapter 190, Florida Statutes (the “**Customer**”), whose address is 15310 Amberly Drive, Tampa, Florida 33647.

WITNESSETH:

WHEREAS, Customer entered into a certain Outdoor Solar Lighting Equipment Lease (the “**Lease**”), dated and having an effective date as of April 2, 2019 (the “**Effective Date**”), whereby Customer leased from Company certain equipment located in Hillsborough County, Florida, described as follows:

_____ (_____) Leadsun AE3 Series LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, as described in the full Lease (collectively, the “**Original Street Lights**”), located on that certain real property legally described in **Exhibit “A”** attached (the “**Installation Site**”); and

WHEREAS, Customer has granted to Company that certain Easement on, over, and across the Installation Site, recorded or to be recorded in the Public Records of Hillsborough County, Florida, having the same term as the Lease, for the support, operation, maintenance, repair, and replacement of the Street Lights; and

WHEREAS, Company and Customer wish to amend the Lease to memorialize the lease and rental of _____ (____) additional solar street lights my Customer from Company (collectively, the “**Additional Street Lights**”), all which shall become part of the Street Lights described in the Lease, and to modify the economic, financial and legal terms of the Lease to cover such addition to the Street Lights.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Lease, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. **Installation Site.** Subject to the rent, terms and conditions set forth in the Lease, Company hereby leases, lets, and demises unto Customer, and Customer hereby leases, hires, and rents from Company the following:

[Number] _____ (____) [Manufacturer] _____ [Model and Series] _____ LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, all which shall be included in the term “**Street Lights**” as described

in the Lease, to be installed by Company and located on that certain real property legally described in **Exhibit “A”** attached (the “**Additional Installation Site**”)

2. **Initial Term.** The initial term of the Lease applicable to the Additional Street Lights shall be for a period of twenty (20) years for each Additional Street Light (the “**Initial Term**”), commencing on the date of installation of each such Street Light within the Installation Site with luminaires energized, field tested, and in working condition, in the reasonable judgment of Company (such date being the “**Commencement Date**” of the term of this Lease with respect to each Street Light) and continuing, unless sooner terminated as provided under this Lease, until the end of the Initial Term and any Renewal Terms (as defined below) that come into existence for each Street Light. The Renewal Terms applicable to the Additional Street Lights, and their manner of exercise, shall be as provided in the Lease.
3. **Rental.** The Rent payable in the first Lease Year of the Initial Term for each Additional Street Light shall be based upon Fifty Dollars (\$50.00) per mechanically complete and operational Additional Street Light per month, together with all applicable sales, excise, rental, and use taxes. The Security Deposit under the Lease shall be increased by One Hundred Dollars (\$100.00) multiplied by the number of Additional Street Lights pursuant to this Amendment. All of the terms relating to payment and future escalation of rent, and the additional Security Deposit to be provided by Customer to Company in respect of the Additional Street Lights, as provided under Section 3 of the Lease, shall apply to the Additional Street Lights.
4. All provisions of the Lease pertaining to design, installation, use, operation and repair of the Street Lights shall apply to the Additional Street Lights; provided, however, that for purposes of Section 4-8 of the Lease, the Conditions and other obligations provided therein shall apply to Company’s obligations with respect to the Additional Street Lights from and after the date of this Amendment.
5. **Additional Terms.** Company and Customer acknowledge and agree that the Lease is in full force and effect and without modification, except as amended by this Amendment and any amendment previous hereto. The Lease in its original form is specifically incorporated by reference herein and made a part hereof.
6. **Counterpart Execution.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

[Signatures and acknowledgments for Company]

GIG FIBER, LLC
a Delaware limited liability company

Witness

Print Witness Name

Witness

Print Witness Name

By: _____
John M. Ryan
Its Manager

DRAFT

[Signatures and acknowledgments for Customer]

**VILLAGES OF GLEN CREEK COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special purpose government, created
and established under Chapter 190, Florida Statutes

Witness

Print Witness Name

Witness

Print Witness Name

By: _____

Michael Lawson

Chairman

“CUSTOMER”

DRAFT

EXHIBIT 3.

Critical Intervention Services, Inc.

13777 Belcher Road South, Largo, Florida 33771

Office 727-461-9417 * Fax 727-449-1269

www.cisworldservices.org

Florida "B" License: B9200107

SERVICE AGREEMENT

1. **PARTIES:** The parties identified immediately below enter into this Camera Monitoring Agreement ("Agreement") to become effective as indicated in Article 2A of this Agreement.

The first party, or "CIS":
Critical Intervention Services, Inc.,
A Florida corporation, located at
13777 Belcher Road South
Largo, FL 33771

The second party, or "Client":
Villages of Glen Creek CDD
C/O DPF Management & Consulting LLC
250 International Parkway, Suite 280
Lake Mary, Florida 32746

2. **DURATION OF AGREEMENT:**

- A. This Agreement shall be effective for twelve months beginning on _____.
- B. This Agreement will automatically renew for successive 12-month periods unless either party notifies the other, not less than 90 days prior to the end of the existing term, that the party does not wish to renew the Agreement.

3. **LOCATION OF SERVICES:**

- A. CIS will monitor cameras located on or about the Client's property located at the physical address identified immediately below ("Property").
2406 Orchid Glen Ln, Bradenton FL 34208
- B. Client will provide CIS with a listing of all cameras to be monitored. This listing shall identify each camera with a unique identifier, a general description of the camera's technical capabilities, the physical location of the camera on the Property, and a general description of the area or asset in the camera's field of view. CIS shall have no obligation to monitor any camera not identified on this listing. This listing may be updated by the Client upon notice to CIS, assuming successful installation and connection with CIS facilities.
- C. Client agrees CIS will not monitor any cameras placed such that capture in their viewable area the interior of any toilet facilities, changing rooms, privately owned apartments or rooms, or any other such area that is invasive of any person's reasonable expectation of privacy as generally recognized by law.

4. **CHARGES FOR SERVICES:**

- A. Client agrees to pay CIS for the services contemplated in this Agreement as indicated immediately below (only checked lines apply).

	Rate	Unit	Item
X	\$100.00	Per month Per camera	To monitor the cameras identified as in Article 3 of this Agreement.
_____	\$25.50	Per hour	For time spent by a CIS Protection Officer responding to any activity as contemplated in Article 6A of this Agreement.

- B. Client agrees to pay CIS one and one half (1.5) times the hourly rate or daily rate for all hours worked on the following holidays: New Years Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving, and Christmas Day.
- C. If Client REQUIRES CIS participation or association with any third-party agency for vendor compliance, document management, or any other service not expressly identified in this Agreement, and CIS necessarily incurs fees or costs for such participation, Client shall pay or reimburse CIS for any and all such fees or costs, at cost. If Client fails to pay or reimburse CIS for such fees or costs, CIS shall have no obligation to pay or incur them on its own and a failure of CIS to pay or incur such fees or costs on its own shall not be considered a breach of this agreement.
- D. Client acknowledges that some governmental entities impose fees for responding to inaccurate reports of criminal or emergency activity. As contemplated in Article 6A of this Agreement, CIS will use its best efforts to report incidents it believes constitute criminal or emergency activity. However, if any government entity imposes a fee, fine, or charge for responding to an inaccurate report of criminal or emergency activity, Client will be solely responsible for paying such fee, fine, or charge.
- E. Client will pay CIS a rate of \$25.00 per hour for all time expended in connection with preparing for or attending a deposition, hearing, trial, or any other legal proceeding in any criminal or civil case in any way connected with the Property or any alleged criminal or tortious acts which occurred wholly or partially thereon.
- F. CIS reserves the right to install certain equipment at the Property at our own expense. This equipment at all times remains the property of CIS and will be removed at CIS's expense at their discretion or upon termination or cancellation of the subject agreement.

5. **BILLING AND PAYMENT PROCEDURES:**

A. Client and CIS agree to the following (only checked lines apply):

- Client agrees to pay a deposit to CIS prior to the beginning of any services contemplated in this Agreement. The amount of such deposit shall be \$ 800.00 plus applicable taxes.
- CIS will bill the client on a monthly, 30 day billing cycle.

B. All invoices are due when rendered.

C. All balances more than 30 days old will be subject to a service charge of one and one half percent (1.5%) per month applied to the overdue balance.

D. Client will pay CIS for all its collection costs, including but not limited to, reasonable attorney's fees incurred in pre-litigation, litigation, appellate and bankruptcy related to work and all court costs and litigation related expenses, expended in an effort to protect or enforce CIS' rights under this Agreement.

E. Client will pay a \$50.00 service charge for checks returned due to insufficient funds.

6. STATEMENT AND SCOPE OF SERVICES:

A. The purpose of the services provided by CIS is to assist the Client in its awareness of criminal activity on the Property. CIS will use its best efforts to monitor the cameras identified in Article 3 of this Agreement, between the hours of 7:00pm and 5:00am, for criminal activity. If CIS observes what it believes, in its sole discretion, may be criminal activity, CIS will make reasonable efforts to notify, in a timely manner, an appropriate party as identified by the Client, whether that be a law enforcement agency, a contract security service, a client representative, or any other party. CIS shall have no other obligation under this Agreement beyond attempting to make this notification. Client acknowledges that CIS is under no obligation to intervene to prevent or stop a crime or to recover any tangible personal property. The Client will instruct its personnel to call "911" or an emergency number in the event of an emergency or if they have any concerns for their personal safety, the safety of their invitees or licensees, or the protection of the Property. CIS is not being hired to protect residents, patrons, employees, invitees, guests, vendors, licensees, or any other persons on the Property or the personal property of any such persons and Client acknowledges nothing in this Agreement imposes or shall be construed to impose any duty whatsoever to residents, patrons, employees, invitees, guests, vendors, licensees, or any other persons on the Property.

B. If Client has elected in Article 4A to have CIS respond to any activity as contemplated in Article 6A of this Agreement, the purpose of the CIS response shall be to assist the Client in preventing crime at the Property, and for the physical property only, through the deterrent effect of the response.

- i. The Client understands and accepts that the responding CIS personnel may, at the sole discretion of CIS, be armed with firearms and other defensive weapons in accordance with the laws of the state where the services contemplated in this Agreement are being performed.
- ii. The Client understands that although CIS intends to respond to the property as contemplated in this section, CIS cannot guarantee the timeliness of any response as the responding CIS personnel will be responsible for visiting a number of other clients or properties and may be delayed by those other obligations. In the event of such delays, CIS will not be required to send a replacement or back-up officer to the Property.
- iii. Client understands that the responding CIS personnel will be performing similar services for other clients or properties in the area during the hours of service and that the CIS personnel will not be spending all of his time waiting to respond to Client's Property.
- iv. Client acknowledges that, even in responding, CIS is under no obligation to intervene to prevent or stop a crime or to recover any tangible personal property. Even if a responding CIS employee observes a crime in progress or a suspicious individual on or near the Property, it will be at the employee's discretion to decide whether to intervene to prevent the crime, to call the police, to take other action, or to take no action at all. The Client will instruct its personnel to call "911" or an emergency number in the event of an emergency or if they have any concerns for their personal safety, the safety of their invitees or licensees, or the protection of the Property.
- v. Even in responding, CIS is not being hired to protect residents, patrons, employees, invitees, guests, vendors, licensees, or any other persons on the Property or the personal property of any such persons and Client acknowledges nothing in this Agreement imposes or shall be construed to impose any duty whatsoever to residents, patrons, employees, invitees, guests, vendors, licensees, or any other persons on the Property.

C. Client acknowledges the primary function of cameras is to allow for the remote viewing of activity that may take place within the viewable range of the cameras. Accordingly, CIS has no obligation and shall not be expected to monitor, discern, or draw any conclusions about anything that may take place outside the viewable range of the cameras.

D. Client acknowledges and agrees that some cameras have the capability to be remotely repositioned or focused, such as cameras commonly referred to as "pan, tilt, zoom," or to function in alternative or multiple spectra, such as cameras commonly referred to as "infrared" or "night vision." Client further acknowledges and agrees that CIS shall have the sole discretion to determine the necessity to use or employ these or any other such capabilities and in what manner they may be used or employed. CIS shall have no obligation to use or employ them in any particular manner. In the event CIS uses or employs such cameras or any such capabilities, CIS will make reasonable efforts to use or employ same in accordance with the manufacturer's operating instructions to avoid damage thereto.

E. Client acknowledges and agrees that this Agreement addresses only the monitoring of cameras as contemplated in Article 6A of this Agreement. Nothing in this agreement shall be construed to reference or suggest the monitoring of any alarm system, motion detection system, or any other electrical device, signaling device, or combination of electrical devices used to signal or detect a burglary, fire, robbery, or medical emergency.

F. Client is responsible for all aspects of installation, connection, and maintenance of cameras and any and all associated hardware or software. Client is responsible to ensure all technical aspects of installation, connection, and maintenance of cameras are compatible with the monitoring facilities of CIS. CIS shall make reasonable efforts to ensure its facilities meet industry standards.

G. Client acknowledges cameras, by their nature, are subject to mechanical, electrical, or environmental failure, and that internet or other connections to the CIS monitoring facilities are also subject to mechanical, electrical, or environmental failure. Nothing in this Agreement imposes any obligation upon CIS to maintain cameras, connections, or any associated hardware or software except those of its own monitoring facilities. In the event CIS observes failure in any camera, connection, or associated hardware or software outside of its own monitoring facilities, CIS shall make reasonable efforts to notify, in a timely manner, a point of contact identified by the Client of such failure. CIS shall have no other obligation under this Agreement beyond attempting to make this notification. In the event CIS observes failure in any element of its own monitoring facilities, CIS shall make reasonable efforts to correct the failure and

notify, in a timely manner, a point of contact identified by the Client of such failure. Client recognizes that some failures may not be immediately correctible and Client agrees CIS shall not be responsible for monitoring any affected area until the failure is corrected.

- H. Client acknowledges that CIS is not an insurer and that CIS has made no representation, guaranty, or warranty regarding the effectiveness of its monitoring of Client's security cameras. CIS expressly disclaims any implied warranties, including implied warranties of merchantability and fitness for a particular purpose. Client accepts responsibility for any and all insurance to protect itself from damages that may result from criminal activity, including property damage, loss of business, and personal injuries.
- I. Except for acts of negligence or willful misconduct on the part of CIS, Client agrees to defend, hold harmless, and indemnify CIS against loss, including attorneys fees and litigation costs, from any and all claims or actions, including claims for contribution, brought by any person or entity, in any way arising out of or relating to the injury or death of any person, or, to damage to any personal or real property, which occurred partially or wholly on the Property, or, to persons on, visiting, or living on the Property, and which injury or damage was the proximate result of an unauthorized, illegal, or criminal act of a person not employed by CIS.
- J. Client understands that CIS will not be responsible for any damage or injuries caused by the malfunction or failure of any equipment owned, leased, or whose maintenance is controlled by, Client or any third party.
7. LICENSING AND INSURANCE: CIS shall be properly licensed by the state in which services are provided, according to the laws of that state. CIS shall carry the required insurance coverage's mandated by the state in which services are provided, according to the laws of that state. Client may request to be placed as additional insured on CIS' policy at a cost of \$250.00 per year.
8. METHOD OF OPERATION:
- A. CIS will provide services to the Client as are consistent with this Agreement, and in its discretion and experience, necessary and appropriate to camera monitoring services at the Property.
- B. Except as required by law, neither CIS nor any of its employees shall be accountable or responsible, or otherwise liable to any provision or constraint of any policy or procedure, such as but not limited to, any standard operating procedure, post order, or standing order not specifically promulgated by CIS or expressly agreed to in writing by CIS. No such policy or procedure shall conflict or be interpreted to conflict with this agreement. In case of any such conflict this agreement shall be superior and controlling.
9. EXCLUSIVE SERVICES: So that CIS may effectively provide the services contemplated in this Agreement, Client agrees that no other camera monitoring or security/protection firm or person will be used unless provided by CIS.
10. CANCELLATION AND SUSPENSION:
- A. Client may cancel this Agreement for cause by mailing a 30-day written notice to the other party.
- B. CIS may cancel this Agreement at any time, for cause, by giving 24 hour written or fax notice to be sent to the other party. When the 24-hour period includes a non-business day, it shall be extended to the next business day.
- C. CIS may suspend its provision of services hereunder during any period of time when the Client is in default of its payment obligations hereunder by giving the Client 24 hour's written or telephonic notice. During any period of suspension, Client shall pay CIS the liquidated damages as set forth in Article 11 of this Agreement.
11. LIQUIDATED DAMAGES: If the Client breaches its obligations hereunder by refusing to permit CIS to provide the services agreed to hereunder or if CIS invokes its right under Article 10C of this Agreement, to suspend its performance under this Agreement due to Client's failure to pay CIS for services rendered, CIS shall be entitled to recover from Client liquidated damages to be calculated as follows: (1) the charges incurred by Client from the beginning of the Agreement through the date services are suspended will be, (2) divided by the number of days between the beginning and suspension dates of the Agreement, (3) which result will be multiplied by the number of days remaining under the term of this Agreement, (4) which sum will be multiplied by forty percent (40%) to arrive at the liquidated damages amount. Client agrees that this liquidated damages provision is necessary as the damages to CIS in the event of Client's breach are not readily ascertainable. Client agrees that this provision is reasonable, not a penalty, and that Client substantially limits its financial liability hereunder in the event of default by virtue of CIS being limited to the recovery of damages as calculated above. Client acknowledges that CIS has substantial sales, marketing, recruitment, education, training, supervision, and other costs which it incurs before and at the beginning of this Agreement and that this provision is designed to reimburse CIS for those costs and its lost profits. The payment due under this paragraph is in addition to and not in place of Client's payment for services already rendered.
12. NON-SOLICITATION BY CLIENT OF CIS PERSONNEL: Client acknowledges that CIS has gone to considerable expense to recruit and train its employees, has imparted to them specialized knowledge, and that this expense and knowledge have value, just compensation for which is difficult or impossible to determine.
- A. Client agrees that it will not solicit for employment, any person who is employed by CIS, nor shall it hire any person who was employed by CIS within one year of the anticipated hire date. For the purposes of this section of this Agreement solicitation for employment shall also include solicitation for any work as an independent contractor, as a consultant, or in any other such capacity where our employee or former employee is providing some good or service to Client in return for any compensation from Client, whether directly or indirectly, that is outside the existing employer-employee relationship CIS has or had with the current or former employee or is outside the existing relationship of the parties to this Agreement. Hiring a current or former employee of CIS, as contemplated in this section of this Agreement, shall constitute a material breach of this Agreement and CIS shall be entitled to enforce its rights and seek relief.
- B. Client recognizes that current and/or former employees of CIS may be under a restrictive covenant or covenants with CIS and that these restrictive covenants may include terms that prohibit the current or former employee of CIS from soliciting or accepting employment with Client. Client shall not interfere with any effort of CIS to enforce the terms of any such restrictive covenant. Client shall hold CIS harmless from any loss or damages that may incur to Client as a result of CIS enforcing any such restrictive covenant.

- C. Notwithstanding any provisions of this section of this Agreement or the provisions of Article 11 of this Agreement, Client agrees that a fixed sum as liquidated damages in the amount of ten thousand dollars (\$10,000) bears a reasonable relationship and is proportionate to the value of the expense and knowledge lost to CIS when a CIS employee is hired by Client as contemplated in this section of this Agreement and agrees to compensate CIS by that amount, cumulatively or in addition to any other sanctions or relief that may be imposed.

This clause shall survive this agreement by a period of one year and shall extend for any length of time Client is in breach of any of its provisions.

13. **NATURE OF RELATIONSHIP:** CIS IS A VENDOR. Neither CIS nor any of its personnel are, or should be considered, as employees of Client. No employer/employee relationship is either expressed or implied. Neither CIS nor any of its personnel are, or should be considered, as contractors or subcontractors of Client. No contractor relationship of any type is either expressed or implied. Notwithstanding anything in this section, Client agrees CIS, including its employees and agents, are authorized representatives of Client for the purposes of making notifications to law enforcement, emergency services, or any other such party and for performing any other functions necessary to fulfill the terms of this Agreement.
14. **INDEMNIFICATION:** CIS IS NOT AN INSURER. Client agrees that CIS will not be responsible for and Client hereby waives, releases, and discharges CIS from all liability to the Client for any and all loss and damage including personal injury damages, property damages, and all other damages including punitive damages, whether caused by the negligence of CIS or otherwise, unless such loss or damage is directly caused by the grossly negligent act of a CIS employee. Client also acknowledges that this Agreement does not create an independent obligation on the part of CIS to any person not a party to this Agreement.
15. **FORCE MAJEURE:** Any delays in or failures of performance by CIS will not constitute default hereunder or give rise to any claims for damages, if and to the extent such delays or failures of performance are caused by occurrences of Force Majeure. For purposes of this Service Agreement, Force Majeure is defined as any act, event, or circumstance that is not reasonably within the control of CIS and that, by the exercise of due diligence, CIS will not have been able to avoid or overcome, including without limitation, acts of God, acts of the public enemy, Laws and Regulations, wars or warlike action (whether actual or impending) arrests and other restraints of government (civil or military), blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, sabotage, named tropical storms and hurricanes, civil disturbances, tidal waves, explosions, confiscation or seizure by any government or other public authority, strikes, lockouts, wars or warlike actions (whether actual or impending), arrests and other restraints of government (civil or military), and any other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of CIS and that could not have been overcome by the exercise of ordinary diligence. CIS will notify the Client with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof, and will provide the Client from time to time with updated information concerning same. CIS will make reasonable efforts to remove the cause of Force Majeure or continue to provide services under its circumstances.
16. **RULES OF CONSTRUCTION:**
- A. This Agreement shall be construed according to the laws of the State of Florida.
 - B. Section titles and headers are for reference only and shall not be construed to have any other meaning.
 - C. If any part of this Agreement is found to be illegal or unenforceable, both parties agree that the remaining terms of this Agreement will remain in full force and effect and, that all terms of this Agreement shall be construed, where possible, to provide full enforcement of the Agreement.
 - D. The rule of construction that ambiguities will be resolved against the drafting party shall not apply in the interpretation of this Agreement.
17. **PARTIES, SUCCESSORS, AND ASSIGNS:** This Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties. The parties shall ensure appropriate notice of this Agreement and its provisions is provided to all such of their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement shall not be binding and shall not confer any rights to any claims or any remedies upon any resident, patron, employee, invitee, guest, vendor, or any other person or entity not a party to this Agreement.
18. **NOTICES:** Any notice to be given pursuant to this Agreement (except notice as contemplated in Article 6A or 6B of this Agreement), will be given in writing to the address of the applicable party shown in Article 1 of this Agreement, by certified mail, return receipt requested. Notice will be effective on the earlier of i) three days after mailing (exclusive of Sundays and federal holidays), or ii) on the date shown on the return receipt that the receiving party signed for the delivery. Either party can change the address where it is to receive future notices by notifying the other party (as provided in this paragraph) of the new address.
19. **ENTIRE AGREEMENT AND AMENDMENT:** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties such as, but not limited to, any statements or representations made in marketing or sales materials, video or audio materials or presentations, proposals, written or electronic letters or correspondence, formal or informal presentations, articles, stories, or accounts, or any verbal claims, assertions, or agreements. CIS makes no representations or warranties, either express or implied, and Client disclaims any such representations or warranties, unless specifically expressed in this Agreement. If this agreement is attached as an addendum or exhibit to any other agreement, this agreement shall be superior and controlling in the event of any conflict. Except as provided herein, this agreement may not be amended, waived, or changed orally, but only through a written instrument signed by the parties and making specific reference to this agreement.
20. **INDEPENDENT COVENANTS:** The covenants set forth herein shall be construed as agreements independent of any other provision in any other agreement by, between, among, or affecting CIS and Client, and the existence of any claim or cause of action of Client against CIS, whether predicated on the Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.
21. **CONSENT TO JURISDICTION AND VENUE:** Client consents to personal jurisdiction and venue, for any action brought by CIS arising out of a breach or threatened breach of this Agreement, in the United States District Court for the Middle District of Florida, Tampa Division, or in the Circuit Court in and for Pinellas County, Florida, Clearwater Division. Client agrees that any action arising under this Agreement or out of the relationship established by this Agreement shall be brought only and exclusively in the two referenced courts. Client agrees to pay any and all attorney's fees or court costs incurred by CIS necessary to enforce any of the terms of this Agreement, regardless of venue, unless the matter is settled or CIS does not prevail.

22. WAIVER OF JURY TRIAL: Client agrees that any controversy which may arise under this Agreement or out of the relationship established by this Agreement would involve complicated and difficult factual and legal issues and that, therefore, any action brought by either party, alone or in combination with others, against CIS, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

23. EXECUTION:

CLIENT:

CRITICAL INTERVENTION SERVICES, INC.:

Signature

Signature

Printed Name

Printed Name

Title

Title

This Area Intentionally Left Blank