

November 28, 2016

John Hoy
President
Utilities, Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

Dear John:

Tucker/Hall, Inc. is very pleased to enter into an agreement to serve as public relations counsel for Utilities, Inc. of Florida. This Letter of Agreement, when signed by you or an authorized representative will cover all work done on your account. The effective date of this agreement is November 28, 2016.

MONTHLY SERVICE FEE: Upon signing this agreement, Utilities, Inc. of Florida agrees to pay two months' minimum service fees in advance before work will begin. The first \$5,000 will be placed in an escrow account which will be held until the agreement is terminated and all outstanding balances have been paid. The other \$5,000 will be payment in advance for the first month of work. Thereafter, Utilities, Inc. of Florida will be billed \$5,000 per month.

Monthly fees are minimum, non-refundable charges and will be paid in advance before the start of each month. It is understood that time worked will be billed against this fee at our standard hourly rates according to the attached rate card. Any time not utilized in any monthly period will be forwarded to be used in the next monthly period as a "time credit." Time credit may be used for up to 12 months after work stops or after contract is terminated after which it expires. Any additional time must be approved by you in advance and would be billed at the same rates.

ACCOUNT SERVICE EXPENSES: In addition, miscellaneous internal charges such as photocopies, messenger and delivery services, postage, telephone, facsimile and other administrative expenses will be billed to you at cost, without mark-up. A monthly charge not to

exceed \$50 without prior notification will be assessed to cover research costs such as subscriptions, reference materials, computer data searches and media monitoring used to assist us in servicing your account. Time spent by account executives traveling solely on behalf of Utilities Inc. of Florida will be billed at the standard hourly rates.

OUTSIDE VENDORS: If we are authorized to act as an agent for you to enter into contracts on your behalf with outside vendors (such as printers, market research firms, etc.), the standard agency mark-up for management of outside vendors is 17.65%.

INVOICING: We will bill you monthly for account service fees and expenses. Payments for each month are billed on the first day of that month. If payment is not received by within 30 days, we will cease all work and activity on your account until payment is made. Major expenses will also be invoiced and must be paid in advance. Any invoices not paid within thirty (30) days are subject to interest charges at the rate of prime plus one percent per annum based on the prime rate set by our primary bank, the Bank of Tampa.

For your convenience, we are giving our clients the option of paying electronically by ACH (Automated Clearing House).

CONFIDENTIALITY: All materials provided to Tucker/Hall by Utilities Inc. of Florida will be held in the strictest confidence. We will take reasonable care of all materials you entrust to us. We will not be responsible for the loss or destruction of such materials unless we are negligent.

We will also take all reasonable precautions to prevent disclosure to any third party (unless required to by law, court order, or relevant regulation) of any document you provide and designate as containing confidential, proprietary or privileged information, each of which shall be numbered and indexed and returned to you upon completion of our work for you.

Upon completion of our services hereunder or at such earlier time as Utilities, Inc. of Florida may request, we will return to Utilities, Inc. of Florida all reports, memoranda, data, written information and the like which we may have received or prepared relating to the work which Tucker/Hall performs hereunder for Utilities, Inc. of Florida and all copies of the same or any portions thereof in our possession. All such materials, including the final report, will be considered to be property of Utilities, Inc. of Florida, which shall have an unrestricted right to use any such materials.

NON-SOLICITATION: During the terms of this agreement, and any extensions hereof, and for a period of one year following termination of this agreement, neither party will directly or

indirectly solicit for employment, hire or otherwise engage the services of any employee (past or present) of the other party without the prior written approval of said other party.

CONFLICTS: It is understood that any activities Tucker/Hall undertakes with third parties will not conflict with the work we will perform for Utilities, Inc. of Florida. In case of doubt, we will review the possibility of conflict with Utilities, Inc. of Florida.

TERMINATION: We shall continue to serve as your public relations firm until you or we terminate these services by giving not less than a 60-day written notice to the other. In the event of a termination or client request to modify payments/minimum fees, our rights and duties under this agreement will continue in full force during the 60-day notice period. The minimum monthly fee will be due during the 60-day period. In the event of termination of this contract, final fee and expense reconciliation will occur within 30 days after the 60-day notice period. Any time credit will be available to be used against time worked for up to six months following termination. Time credits may not in any way be used to offset professional fees or expenses. Expenses will be invoiced while that time credit is being used.

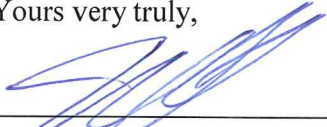
INDEPENDENT CONTRACTOR: Tucker/Hall will act as an independent contractor under this Agreement and nothing contained herein will make Tucker/Hall the agent, employee, partner, or representative of Utilities, Inc. of Florida.

DISPUTE RESOLUTION: Any disputes arising out of or relating to this letter of agreement shall be governed by the laws of the State of Florida.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement on the subject matter herein between Tucker/Hall and Utilities, Inc. of Florida. Any changes or alterations purporting to modify or vary the terms of this Agreement will not be binding unless in writing and signed by appropriate representatives of each party.

We thank you for the confidence you have shown in us by choosing Tucker/Hall, Inc. We look forward to working with you. If you have any questions about this agreement, don't hesitate to call. Otherwise, please indicate your acceptance of the terms of this letter of agreement by signing and returning to us.


Yours very truly,



Tucker/Hall, Inc.

12/29/16
Date

ACCEPTED BY:



Utilities Inc. of Florida

12/29/2016
Date

John P. Hoy
Print Name

TUCKER/HALL, INC.
HOURLY CHARGES
Effective October 1, 2015

STAFF MEMBER	HOURLY RATE
Chairman	\$375
President	\$350
Chief Operating Officer	\$300
Senior Vice President	\$300
Vice President	\$275
Senior Consultant	\$250
Account Director	\$235
Consultant	\$200
Senior Account Supervisor	\$215
Account Supervisor	\$185
Senior Account Executive	\$145
Account Executive	\$125
Account Coordinator	\$95
Account Assistant	\$85
Office Assistant	\$85
Research Associate	\$45
Founder (Jeff Tucker)	\$375

Rates are subject to change with a 10-day written notice.