

AMENDMENT No. One (1)
to
SERVICE AGREEMENT FOR LIGHTING SERVICE (PHASE A-1)
Between
ORLANDO UTILITIES COMMISSION
And
HARMONY COMMUNITY DEVELOPMENT DISTRICT

This Amendment No. One (1) is to the Service Agreement for Lighting Service for Phase 2 Roadway (“Agreement”) by and between **Orlando Utilities Commission** (“OUC”) and **HARMONY COMMUNITY DEVELOPMENT DISTRICT** (“Customer”) dated **April 28, 2005** and shall become effective on the date last signed below. OUC and **Company** shall collectively be referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, OUC agreed to install certain lighting service equipment and to operate and maintain all such equipment under the terms and provisions set forth in the Agreement for a term of twenty (20) years beginning **MAY 18, 2005**; and,

WHEREAS, Customer agreed to pay OUC on a monthly basis throughout the term of the Agreement for installation and maintenance of the lighting equipment and for all electric energy used for the operation of the lighting equipment on Customer’s Property as specifically described in the Agreement; and,

WHEREAS, OUC and Customer agree to revise plans for installation of the lighting equipment resulting in a change to the monthly lighting service charges and an adjustment to the terms of the Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitations**. The above recitals are true and correct and are hereby incorporated herein.
2. **Definitions**. Each initially capitalized term used without definition shall have the meaning as ascribed to such term in the Service Agreement for Lighting Service, unless changed herein.

3. As part of the Agreement, OUC funded the capital investment portion of the Project and amortized this amount to be paid back by the Customer over the 20 year term, requiring a monthly payment by the Customer to OUC of \$2,603.53. This payment was made in addition to the monthly utility bills paid by the Customer.
4. The Customer and OUC have agreed that the Customer may buy out the remainder of the capital investment portion of the Agreement for \$_____, resulting in the Customer being liable for only the monthly utility bills.
5. The Customer will pay to OUC \$_____ on or before _____.
6. Following payment of the above price by the Customer, the Customer will no longer be obligated to pay the capital investment portion of the Agreement but will only be obligated to pay the monthly utility bills including maintenance costs.

Except as specifically amended herein, all other terms and conditions of the Service Agreement for Lighting Service shall remain in full force and effect, and in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall control and govern.

IN WITNESS WHEREOF, OUC and **CUSTOMER** have caused this Amendment to be executed in duplicate in their names by their respective duly authorized officials, and shall become effective on the date last signed below.

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Federal ID # _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST: HARMONY COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____.
He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

ORLANDO UTILITIES COMMISSION

By: _____

Name: Kenneth P. Ksionek
Title: General Manager/CEO

Date: _____

ATTEST: By: _____
Name: Elizabeth M. Mason
Title: Assistant Secretary

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by KENNETH P. KSIONEK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

EXHIBIT A

RATE PER MONTH

Monthly Lighting Service Charge
Capital Investment \$0.00

The above costs reflect OUC's revised cost of capital investment for the lighting system installed.

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit A may be adjusted by OUC annually to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. In any one year, the rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

The lighting equipment includes all lighting equipment as described in the original aforementioned agreement executed on 05/18/005.

- (62) 100W HPS Hallbrook Fixtures
- (62) 13' Victorian II decorative poles
- (62) 48" Boston Harbour Arms
- (62) Boston Harbour Slipfitters
- (62) Finial Covers

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222
Light out Web Address – www.ouc.com/home/streetlight.htm
CUSTOMER Project Reference Number - _____

LEGAL DESCRIPTION OF THE PROPERTY - SEE ATTACHED EXHIBIT B

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____
Premise Address: _____
City, State, Zip: _____

BILLING INFORMATION

Billing Contract Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: _____

DRAFT