

McDonald Painting & Quality Construction, LLC



Project Memorandum

Window & Pre-Hung Door Replacement Coordination
Fountain Beach Resort – 16 Stack Restoration Project

To: Becky Lewis, CAM
CC: Timothy J. Snook, P.E.; Kristina Berisha, United Engineering Consultants
From: David McDonald, Owner
McDonald Painting & Quality Construction, LLC
Florida Certified General Contractor – **CGC1539575**
Date: July 24, 2026

Purpose

As part of the ongoing 16 Stack Restoration Project, the existing windows and pre-hung entry door assemblies for Units **216, 316, 416, and 516** must be removed to allow the required structural repairs to be completed.

Since these components are already being removed during the restoration process, this presents an opportunity to coordinate the installation of new code-compliant windows and doors while access equipment, labor, and project management are already in place.

McDonald Painting has prepared the following preliminary construction budget and administrative recommendations for the Association's consideration.

Proposed Products

Impact-Rated Window

ES Windows EL100 Series

- Impact-resistant aluminum single-hung window
- Florida Product Approved

- ADA-compliant sash locks
- Designed for coastal exposure
- Enhanced water infiltration performance

Fire-Rated Entry Door

Plastpro Smooth Fiberglass Pre-Hung Door Assembly

- 20-minute fire-rated assembly
- Fiberglass construction
- Florida code compliant
- Designed to closely match the existing appearance

Preliminary Construction Budget

The following represents the estimated construction cost **per participating unit**.

Description	Estimated Cost
Impact-Rated Window Replacement	\$4,980.64
20-Minute Fire-Rated Pre-Hung Door Assembly	\$2,396.15
Estimated Construction Cost Per Unit	\$7,376.79

Items Not Included

The pricing above does **not** include:

- Building permit fees
- Permit revision fees (if applicable)
- Engineering review or revisions, if required

These items will be determined once the permitting and contract administration process has been finalized.

Permit Considerations

The permitting requirements for this work have not yet been determined.

Because the window and door replacement is directly related to the ongoing structural restoration project, McDonald Painting recommends first confirming with the Building Department whether this work can be incorporated into:

- a revision to the existing building permit, or
- one additional permit covering all participating units.

If this work is handled through separate agreements with individual owners, the Building Department may require **a separate permit for each individual unit**. This would likely increase permit fees, inspection requirements, scheduling coordination, and overall administrative costs.

For these reasons, the permitting strategy should be determined before final pricing is presented to the owners.

Contract Administration Recommendation

Based on our experience with condominium restoration projects, McDonald Painting recommends that any window and door replacement program be coordinated through the Association.

Our recommendation is based on the following considerations:

- The work can be coordinated with the existing restoration schedule.
- Construction activities can remain under one project management team.
- Permitting may be simplified if approved by the Building Department.
- Inspections can be coordinated with the ongoing project.
- Administrative costs may be reduced.
- Owners receive a consistent installation and warranty process.

McDonald Painting is **not proposing to enter into separate contracts with individual unit owners**.

If the Association elects to proceed with this program, our recommendation is that the Association coordinate owner participation and payment while McDonald Painting performs the work under a single agreement or other contract structure approved by the Association and United Engineering Consultants.

Administrative Items to be Determined

Before owner pricing is distributed, the following items should be finalized:

- Determine the preferred contract structure.

- Confirm the permitting requirements with the Building Department.
 - Determine how permit costs will be allocated.
 - Determine how owner payments will be collected.
 - Confirm the final scope of work.
 - Prepare the owner information package.
 - Obtain owner participation commitments before materials are ordered.
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Next Steps

Once the above items have been finalized, McDonald Painting will prepare:

- Final owner pricing
 - Permit allocation
 - Installation schedule
 - Product specifications
 - Owner participation package
 - Warranty information
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Conclusion

Because the windows and doors must already be removed to complete the structural restoration work, McDonald Painting believes this is the most practical time to complete the replacement of these components.

Coordinating the work through the Association may simplify scheduling, reduce administrative complexity, and potentially reduce permitting costs, subject to approval by the Building Department.

We appreciate the opportunity to assist the Association and United Engineering Consultants in evaluating the most efficient approach for completing this work.

Respectfully,

David McDonald

McDonald Painting & Quality Construction, LLC

FOUNTAINS BEACH RESORT

Window & Pre-Hung Door Replacement Information Bulletin

As part of the **16 Stack Restoration Project**, the existing windows and pre-hung entry door assemblies for **Units 216, 316, 416, and 516** must be removed to complete the structural repairs required by the project.

Because these components must already be removed, the Association is evaluating whether replacement can be coordinated during the current restoration project.

Current Florida Building Code Requirements

Any replacement window or entry door installed as part of this project must comply with the current Florida Building Code.

Generally, this includes:

- **Impact-rated windows**
- **20-minute fire-rated pre-hung entry door assemblies**

If You Believe Your Existing Window or Door Is Already Code Compliant

If your unit already has a code-compliant impact-rated window and/or a 20-minute fire-rated pre-hung door assembly, it **may be eligible for reinstallation**, provided sufficient documentation is available to verify code compliance.

To verify that an existing product meets current code requirements, the following documentation and identification must be available, as applicable:

Windows

- Original building permit
- Florida Product Approval or Notice of Acceptance (NOA)
- Manufacturer identification label
- Original AAMA certification label attached to the window
- Any additional documentation requested by the Building Department

Entry Door Assembly

- Original building permit

- Manufacturer's fire-rating certification label permanently attached to the door assembly
- Product approval documentation, if requested
- Any additional documentation required by the Building Department

If the required documentation or permanently attached identification labels cannot be provided, the Building Department may require replacement to demonstrate compliance with current code requirements.

Proposed Replacement Products

If replacement is required, McDonald Painting is proposing the following products:

Window

ES Windows EL100 Series

- Florida Product Approved
- Impact-rated aluminum single-hung window
- ADA-compliant sash locks
- Designed for coastal environments

Entry Door

Plastpro Smooth Fiberglass Pre-Hung Door Assembly

- 20-minute fire-rated assembly
- Fiberglass construction
- Designed to closely match the existing appearance while complying with current Florida Building Code requirements

Important Information

At this time, the Association, United Engineering Consultants (UEC), and McDonald Painting are evaluating:

- The final permitting requirements
- The contract administration process
- Final pricing
- Scheduling
- Owner participation procedures

This information bulletin is provided for informational purposes only and is not a contract, proposal, or notice to proceed. Additional information will be provided by the Association once these items have been finalized.

Current Services				Future Services				60	Months	Promo
Current Products	Quantity	Unit Cost	Current MRC	New Products	Quantity	Unit Cost	New MRC	Price Difference	Install Fee	
DFI 1000Mbps	1	\$1,349.00	\$1,349.00	DFI 1000Mbps + DdoS	1	\$1,475.00	\$1,475.00	\$126.00	\$250.00	1 Month Free
5 Static Ips	1	\$0.00	\$0.00	5 Static Ips	1	\$0.00	\$0.00	\$0.00		
Hospitality Wireles	130	\$8.00	\$1,040.00	Centralized Wifi	130	\$14.00	\$1,820.00	\$780.00		
Managed Router Service	1	\$300.00	\$300.00				\$0.00	(\$300.00)		
FCP - Deluxe	130	\$8.00	\$1,040.00	FCP - Deluxe	130	\$6.00	\$780.00	(\$260.00)		
Svc Charge-Per Rm	130	\$2.90	\$377.00	Svc Charge-Per Rm	130	\$1.00	\$130.00	(\$247.00)		
Spectrum Business Internet Ultra	1	\$200.00	\$200.00	Spectrum Business Internet Ultra	1	\$200.00	\$200.00	\$0.00		
5 Static IP	1	\$29.99	\$29.99	5 Static IP	1	\$29.99	\$29.99	\$0.00		
BCP Voice	10	\$40.00	\$400.00	BCP Voice	10	\$40.00	\$400.00	\$0.00		
			\$0.00				\$0.00	\$0.00		

Spectrum
BUSINESS®

Price Difference	\$99.00
Current Services:	\$4,735.99
New Services:	\$4,834.99
One-Time Installation Fee	\$250.00

EMERGENCY TELEPHONE SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Kings III Emergency Communications, LLC, a Delaware LLC, 751 Canyon Drive, Suite 100, Coppell, TX 75019 (hereinafter "Kings III"), AND International Beach Club (hereinafter "Client").

INSTALLATION/SERVICE LOCATION:Project / Building Name: International Beach ClubStreet Address: 313 South Atlantic AvenueCity: Daytona Beach State: FL ZIP: 32118

Phone: _____ Fax: _____

BILLING INFORMATION: (Same as Installation)Project / Building Name: International Beach ClubStreet Address: 313 South Atlantic AvenueCity: Daytona Beach State: FL ZIP: 32118

Electronic Billing Email: _____

PURPOSE: The purpose of this Agreement is to establish the scope and terms of the installation, monitoring, repair and dispatch services selected by Client below, including: Help or Emergency telephone systems, Elevator Telephone Systems ("ETS Systems"), Elevator Video Monitoring Systems ("VMS Systems") and Area of Refuge Telephone Systems "AOR Systems", collectively, the "Services" necessary for a code compliant emergency telephone ("ETS System") and video monitoring system, the ("VMS System").

1. SERVICES OPTIONS, SELECTION AND FEES

1.1 Equipment: Kings III agrees to provide the equipment detailed in Section 3.1 below, as part of the Services selected below. Further, should Client have their own compatible VMS System(s) in place at the time of execution of this Agreement and Client has selected a CabView Turnkey Service Option below or executed an applicable Services Addendum, Kings III agrees to repair or replace components of Client's VMS System to restore operation of same.

1.2 Services Selection and Associated Fees (All Fees are plus applicable tax):

Pricing Option	Connection Fee	Monthly Services Fee	Installation Fee
\$0 Down Option (+applicable tax)	\$0.00	\$ 147.00	\$ 0.00

1.3 An installation fee may apply if turnkey service is available, which is dependent on the required specifications and manufacturer of the VMS System equipment. If applicable, this fee will be disclosed to the Client for its approval in writing prior to fulfillment.

1.4 If the equipment or quantity in Section 3 is determined by Kings III to be excessive or insufficient to meet Service Location needs or code requirements, Client authorizes Kings III to make reasonable adjustments. Any resulting unit and monthly fee changes will follow the Pricing Option table in Section 1.2. Adjustments typically result from unit count variances or site conditions requiring the installation of master stations or machine room telephones, or the warranty of an existing Client master station to meet code requirements.

2. TERMS OF THIS AGREEMENT

2.1 The primary term of this Agreement shall be for a period of One(1) Year from the date of the first billing ("Primary Term"). This Agreement shall automatically renew for a One(1) Year period at the end of such Primary Term ("Renewal Term") or any Renewal Term thereafter unless Client provides written notice to Kings III Thirty(30) Days before the end of any Primary or Renewal Term. An early termination fee of \$150.00 will apply for each phone cancelled within twelve (12) months of its installation date. For the CabView Turnkey Service Option only, an early termination fee of \$1,000.00 will apply for each VMS System unit.

2.2 Payments are to be payable Quarterly in advance. Connection Fees and Installation Fees are due upon completion of each installation.

3. EQUIPMENT**3.1 EQUIPMENT TO BE INSTALLED BY KINGS III**

Product Name	Product Description	Quantity
Elevator w/ Skyline-Turnkey	Handsfree Behind the Return	2.00

3.2 All Kings III installed equipment, including equipment installed by Kings III during repair or replacement of VMS System components, remains the exclusive property of Kings III and is to be returned to Kings III in the event of termination.

4. EMERGENCY NOTIFICATION LIST (At Least Two Contacts Required)

Name	(Area Code) & Number	Email
Call 1 st : _____ <i>(Recommend Entering Elevator Company's Name & Phone Number)</i>		
Call 2 nd : <u>Becky Lewis</u>	<u>(386) 451-9972</u>	<u>manager@pmdmgt.com</u>
Call 3 rd : _____		
Call 4 th : <u>Fire Rescue (Called 1st in event of emergency) (On file with Emergency Dispatch Center)</u>		
Onsite Installation Contact: <u>Becky Lewis</u>	<u>(386) 451-9972</u>	<u>manager@pmdmgt.com</u>

**Automated Testing Service Email (See Section 11.4): manager@pmdmgt.com



Listed above are persons designated by Client to be notified if Kings III receives a Monitored Call. We understand that Kings III will make every reasonable effort to notify one of these persons and will attempt notification in the order listed. **Client is responsible for advising Kings III of any changes desired by Client to contact names, telephone numbers, or list order. Client is also responsible for any fees, fines, damages, or charges arising from Kings III's dispatching any party on the Notification List in response to a Monitored Call.**

5. ADDITIONAL TERMS

5.1 Unless otherwise noted herein, necessary wire/cable runs, conduit installation, cut-outs for video display(s) or lobby signaling devices or similar, and trenching are specifically not provided by Kings III and such items/services are excluded from this Agreement. The provision of excluded items/services are the responsibility of Client.

6. CLIENT SELECTED SERVICES

6.1 Client desires and has contracted for only the equipment and services itemized on this Agreement. Additional services over and above that provided herein are neither expressed nor implied by Kings III.

7. WARRANTIES

7.1 Kings III makes no warranties, guaranties, representations, or promises of any kind—whether express, implied, statutory or otherwise—with regard to Kings III's response to unresponsive callers using the System nor the video feeds and footage provided by video equipment Manufacturer.

7.2 Kings III will use its best efforts to promptly carry out its duties set forth herein, but Kings III shall not be responsible for delays or failure to respond caused in any way by failure of the Manufacturer's cloud services or servers, reduced internet speed or other failure of necessary internet connections, busy telephone facilities, tampering with equipment by third parties, and/or any other conditions beyond the control of Kings III.

8. COVERED SERVICE & CHARGES

8.1 Kings III agrees to maintain and repair its equipment while installed at Client's location during the term of this Agreement. There will be no charge to the Client for repairs required due to faulty Kings III equipment performed during business hours. Covered Service will not apply to: (a) batteries, (b) wiring not provided by Kings

III; (c) service need caused by acts beyond the control of Kings III such as accidents, power surges, misuse, neglect, unauthorized change, or acts of God (including but not limited to lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.). Should repairs be necessitated that are not Covered Service, such work shall be billed to Client based upon Kings III's rates for parts and labor in effect at the time of the service.

8.2 Any Services may be provided through Kings III's parent company, Kings III of America, LLC.

9. INCREASES IN SERVICE CHARGES

9.1 Kings III reserves the right to periodically increase the Services Fees provided for herein and its hourly service rates and trip charges as adjustment for increases in the costs associated with provision of the Services. Such increases shall be limited to one time per calendar year and shall be effective January 1.

10. INCREASES IN TAXES OR OTHER FEES

10.1 Client acknowledges that all charges for services set forth herein are based upon existing federal, state, and local taxes and utility charges, including telephone company line charges, if any. Kings III shall have the right, at any time to increase the monthly charges provided herein to reflect any additional taxes, fees or charges which hereafter may be imposed on Kings III by any utility or governmental agency relating to the service(s) provided under the terms of this Agreement and Client agrees to pay same.

10.2 Should Client enter into agreement(s) with third party service providers which purport to manage Client's vendor compliance documents and the costs of such services are billed to Kings III or require payment of membership fees by Kings III in order to remain an approved services provider to Client, Kings III reserves the right to pass through the direct costs of such services in the form of an increase in the Services Fees it charges Client and Client agrees to pay same.

11. CLIENTS DUTIES AS TO USE OF SYSTEM

11.1 The Client shall be responsible for carefully and properly test activating the ETS and/or VMS System on a monthly basis during the term of this Agreement. If any defect in the operation of The System develops, or in the event of a power failure, interruption of telephone service, or any other interruption at Client's premises, Client shall notify Kings III immediately.

11.2 Client shall notify Kings III of any remodeling or any other changes to the protected premises that may affect the operation of the VMS System.

11.3 Client shall cooperate with Kings III in the installation, operation, and maintenance of the VMS System and shall follow all instructions and procedures, which Kings III may prescribe for the operation and testing of the VMS System.

11.4 Automated Testing Service is included, but does not relieve Client of its duties under Section 11.1.

12. AUTHORIZED PERSONNEL

12.1 Client is responsible for and agrees to furnish forthwith a list of the names and telephone numbers of all persons to be notified in the event of Kings III's receipt of a Monitored Call (See Section 17). Client is responsible for providing all changes, revisions, and modifications to the above list to Kings III in a timely manner.

13. BUSINESS HOURS

13.1 It is mutually agreed that the work of installation, repair, and any other required service shall be performed during normal business hours (8:00am – 5:00pm local time). Kings III assumes no responsibility for limited disruption of Client's premises for service required during normal business hours. Kings III shall make needed repairs to its equipment within a reasonable amount of time after Kings III receives notice that the repairs are necessary

14. NO LIENS OR ENCUMBRANCES

14.1 Client agrees that it will not place any liens or encumbrances upon any of the equipment covered by this Agreement nor will it knowingly permit or cause such liens or encumbrances to be placed thereon by other persons; and in the event that any such liens or encumbrances are actually placed or permitted to be placed on such equipment, then Client, at his own cost and expense, shall take all legal steps necessary to have such liens or encumbrances removed forthwith or in lieu thereof, client shall, at its own cost and expense, furnish whatever bond is necessary to obtain the release and complete discharge of such equipment from liens and encumbrances. Client will not change or remove any insignia or lettering placed thereon by or at the request of Kings III.

15. ASSIGNMENT BY CLIENT

15.1 Client acknowledges that the sale or transfer of client's premises shall not relieve Client of duties and obligations under this Agreement unless Kings III agrees to the transfer of this Agreement.

16. ASSIGNEES AND/OR SUBCONTRACTORS

16.1 Kings III shall have the right to assign this Agreement in whole or part to any other person, firm, or corporation and shall have the further right to subcontract any monitoring, maintenance, or other services which it may perform. Client acknowledges that the Agreement shall inure to the benefit and are applicable to any assignees and/or subcontractors of Kings III, and that they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Kings III. Kings III will notify Client of assignment Thirty (30) Days prior to assignment.

17. CENTRAL STATION MONITORING SERVICE

17.1 Notification Responsibilities: Kings III's sole responsibility when receiving a call, initiated by a responsive caller from a telephone connected to the VMS System, a "Monitored Call", is to notify those individuals or organizations in the order listed and designated by Client in Section 4 of this Agreement unless local code requires prior notification of Emergency Services, i.e. police, fire rescue or EMS. In such cases, Kings III shall notify the appropriate Emergency Service prior to notifying those individuals or organizations listed and designated by Client on the Emergency Notification List. If a caller initiates a call from a telephone connected to the VMS System but does not respond to answering operator, Kings III will attempt to view the video feed as detailed in Section 18.2 below. If operator determines that elevator is occupied and occupant(s) need assistance, operator will initiate notifications as detailed in this Section.

17.2 Telephone Transmission Facilities: Client acknowledges that unless Client has selected Services including Data and/or SkyLine Cellular services, Kings III will utilize telephone and data sources supplied by Client to transmit the signals and calls from the VMS System. In the event Client's telephone or network or data service is out of order, placed on vacation, or otherwise interrupted, signals from the VMS system will not be received by Kings III and the interruption will not be known to Kings III. Client further acknowledges and agrees that signals which are transmitted via telephone company facilities are wholly beyond the control and jurisdiction of Kings III and are maintained and serviced by the applicable telephone company. Client agrees, unless Client has selected Services including Data and/or SkyLine Cellular services, to furnish any necessary telephone service or data service at Client's own expense. Any and all telephone company charges shall be billed to Client's telephone bill. Any increased telephone company charges shall be borne by Client. If data and/or SkyLine Cellular service is supplied, Kings III shall be responsible for data/cellular service and airtime/usage charges. Client further acknowledges that the activation of the emergency communication system may interrupt and disconnect any telephone call in progress.

17.3 Condition beyond control of Kings III: Kings III will use its best efforts to carry out its duties hereunder promptly, but shall not be responsible for delays or failure to respond by means of busy telephone facilities, failure of telephone equipment, or failure of telephone lines due to weather or other conditions, or otherwise for any conditions beyond the control of Kings III.

17.4 False Alarms: In the event there are an excessive number of false calls through the carelessness of Client or Client's tenants or the malicious or accidental use of the monitoring system, or in the event Client shall in any manner misuse or abuse the monitoring system, it shall constitute a material breach of this Agreement on the part of the Client, and Kings III may, at its option, in addition to all other legal remedies, be excused from further performance upon the giving of five (5) days written notice to Client.

18. VIDEO MONITORING AND DATA CONNECTION

18.1 Data Connection Responsibilities - Kings III shall provide, if Client has selected a CabView Plan with Data and/or Skyline Cellular Service in 1.2 above, a cellular data connection via national cellular data transmission provider(s) facilities (hereinafter, the Cellular Provider Facilities") which will be used to transmit data comprising the video feed described in Video Monitoring Responsibilities herein. Client acknowledges that Cellular Provider Facilities are maintained and serviced by the owners of those facilities and beyond the control of Kings III. Kings III shall not be responsible for delays or interruptions or failure of Cellular Provider Facilities.

18.2 Video Monitoring Responsibilities - Client acknowledges that Kings III shall be responsible for viewing the video feed from inside an elevator—and Kings III's responsibilities set forth in this Agreement shall subsequently arise—IF AND ONLY IF: (1) a Non-Responsive Emergency Call is made from within the elevator; (2) the elevator's video equipment activates and a video feed from within the elevator is successfully established; and (3) the Manufacturer successfully provides access to the video feed to Kings III.

18.3 Kings III's sole responsibility when it receives access to a video feed identified in Section 19.2 is to notify the individuals or organizations in the order listed and designated by Client in the Emergency Notification List in Section 4 of the Agreement. However, where local code requires prior notification of Emergency Services (i.e. police, fire rescue or EMS), Kings III shall notify the appropriate Emergency Services prior to notifying those individuals or

organizations listed by Client in the Emergency Notification List.

18.4 Client acknowledges that the video equipment is manufactured by another, unrelated party, who is solely responsible for maintaining and controlling access to video feeds and footage from the video monitoring equipment. Client also acknowledges that Kings III has no responsibility with regard to the proper functioning of the video feeds. Further, Kings III has no responsibility if Kings III cannot gain access to video feeds inside an elevator unless granted such access by Manufacturer or other responsible party. Therefore, Kings III is not in any way responsible for ensuring that the video feeds and footage are properly established, maintained and provided to Kings III.

18.5 The Client agrees that unless authorized by Kings III, any alterations, removal, or tampering with the equipment, or the attaching of any device, contrivance, or apparatus to the System or any part thereof, shall operate to void any warranties provided herein. If any agency or bureau having jurisdiction, or Client by his/its own act shall require or make necessary any changes in the System as originally installed, Client agrees, on demand, to pay for the reasonable cost of such changes.

19. DEFAULT/TERMINATION

19.1 In the event (i) Client fails to pay any amount due for the VMS System, (ii) client fails to comply with any of the terms and conditions hereof, (iii) Client makes an assignment for the benefit of Creditors, (iv) an order for relief is entered against Client under any chapter of the National Bankruptcy Code, as amended, (v) a receiver or trustee is appointed for all or substantially all of the assets of Client, or (vi) there is a dissolution or termination of existence of Client, Kings III may pursue any one or more of the following remedies, which are cumulative and non-exclusive:

(a) Terminate all services subscribed for hereunder by giving (5) days written notice to Client and recover all amounts due Kings III.

(b) Take possession of all Kings III owned Equipment wherever situated and for such purpose enter upon your property without liability for doing so.

(c) By notice to Client, declare immediately due and payable all moneys to be paid by Client during the Primary Term, or if the Primary Term has then expired, declare immediately due and payable all monies to be paid during any Renewal Term (as provided in Paragraph 2.1 hereof) then in effect, and Client shall thereupon be obligated to pay such moneys to Kings III immediately. Client shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Kings III on account of such default including all court costs and reasonable attorney's fees. The waiver by Kings III of any breach of any obligation of Client shall not be deemed a waiver of such obligation or any subsequent breach of the same or any obligation. Kings III shall not deem the subsequent acceptance of payment hereunder by Kings III a waiver of prior existing breach regardless of Kings III's knowledge of such prior existing breach at the time of acceptance of such payments.

20. DELAYS OR INTERRUPTIONS

20.1 Kings III assumes no liability for delay in the installation of the VMS System or for the interruption of services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrection, interruption or unavailability of telephone or cable service, act of God, or for any other cause beyond the control of Kings III, and will not be required to provide installation for or services to Client while interruption of services due to any cause may continue.

20.2 Kings III assumes no liability for delay of installation due to non-cooperation of the Client or his agents in providing access to that area of the premises where the equipment is to be located, or for the delays or interruptions of installation or service on any device or devices of the Client or others to which Kings III's equipment is attached.

21. TELEPHONE SERVICE

21.1 If Client selects any services option in Section 1.3 which requires data and or cellular services supplied by Client, Client agrees to furnish such services at Client's own expense. Any and all telephone charges shall be billed to Client's telephone bill.

22. ELECTRICAL CURRENT

22.1 Client agrees to furnish any necessary electrical service and current through Client's meter and at Client's sole expense.

23. TITLE CLAUSE

23.1 Paragraph titles used in this Agreement are for reference only and are not to be construed as governing the construction of the specific provisions of this Agreement.

24. PAYMENTS AND DELINQUENCIES

24.1 Payment shall be due as indicated on the front hereof. Kings III reserves the right to charge either Late Fees or Interest on all amounts more than thirty (30) days past due at the maximum allowable rate under applicable law. All payments shall be due and payable at Kings III's corporate offices first written above. If the Services are disconnected because of Client's past due balance, and if Client desires to have The Services reactivated, Client agrees to pay in advance to Kings III a reconnect charge to be fixed by Kings III at a reasonable amount.

25. ENTIRE AGREEMENT/MODIFICATION/WAIVER/MISCELLANEOUS/GOVERNING LAW

25.1 This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representation, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of the providing of all services detailed in Sections 1 and 3. This Agreement can be modified only in writing, signed by the parties or their duly authorized agent. No waiver or a breach of any term of this Agreement shall be construed to be a waiver of any succeeding breach.

25.2 If the Primary Term or the last Renewal Term has expired, but the Services are still being performed by Kings III on behalf of Client, then all terms and conditions set forth in this Agreement will remain in full force and effect until the Services are terminated by either party upon not less than thirty (30) days written notice from one party to the other.

25.3 The laws of the state of Texas govern the validity, enforceability, and interpretation of this Agreement.

26. SEVERABILITY

26.1 The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

CLIENT FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON THIS PAGE AND THE PRECEDING PAGES OF THIS AGREEMENT AND ANY EXHIBITS, SCHEDULES OR ADENDA OR AMENDMENTS AND ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement this _____ day of _____.

Client:

Kings III Emergency Communications, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

This Agreement shall not be binding upon Kings III unless approved in writing by an authorized Manager of Kings III. In the event of non-approval, the sole liability of Kings III shall be to refund to Client the amount that has been paid to Kings III by Client upon execution of this Agreement.