

## **PRIVATE ROAD ACCESS AGREEMENT**

This Agreement is between **Gigapower, LLC**, a Delaware limited liability company with its principal place of business at 311 S. Akard Street, 21<sup>st</sup> Floor, Dallas, TX 75202, ("Gigapower") and **Oak Hammock Preserve Community Owners Association, Inc.**, a Florida Not-for-Profit Corporation with its principal place of business at 1631 E. Vine St., Suite 300, Kissimmee, FL 34744 ("Association"). Gigapower and Association may be referred to as a "Party" or the "Parties".

**WHEREAS** Association manages the business affairs of the Homeowners' Association of the property listed in Exhibit A (the "Property") for the benefit of the residents, and Association agrees to provide access to the Property so that Gigapower may construct its fiber optic network facilities to all residents of the Property (individually, a "Resident") under the terms contained herein; and

**WHEREAS**, Association desires to give Gigapower the right to deploy (install, own, repair, operate, remove, improve, and maintain) a property-wide fiber optic network (including extension of fiber optic facilities to each Resident) and/or other wire facilities, innerducts, conduits, raceways, moldings, network cabinets and other related equipment capable of accommodating data and video transmissions and/or other services (the "System") at the Property;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Grant of Access:** Association hereby grants to Gigapower for the duration of the Term, at no cost or charge to Gigapower, a non-exclusive right to: a) enter on and gain access in, over or under the Property's common areas from the Property line to each Resident for the purpose of providing its products and services to Association and/or Residents.
2. **Term of Agreement:** The term of this Agreement (the "Term") begins on the date that the last Party signs this Agreement ("Effective Date") and will continue for ten (10) years thereafter, after which the Agreement will automatically renew for successive one (1) year Term(s), unless either Party provides the other Party at least one hundred twenty (120) days' written notice prior to the end of the then-current term.
3. **System:** Gigapower will install, own, and maintain the System at the Property at its own expense. Gigapower will repair any damage to the Property that it causes while installing or maintaining the System, wiring or facilities and will repair any irrigation lines or sprinkler heads if damaged during construction. If a resident reports irrigation damage, Gigapower will dispatch a repair team within 24 hours or the next business day. Association understands and agrees that the System used at the Property by Gigapower will at all times during and after the Term of this Agreement be and remain the personal property of Gigapower and will not be considered fixtures of the Property; *provided that*, underground improvements may not be removed without Association's consent, not to be unreasonably withheld, delayed or conditioned. Association will not move, disturb, alter or change the System except at Association's expense and subject to Gigapower's written consent, not to be unreasonably withheld, delayed or conditioned. Gigapower shall complete installation of a System that will adequately and reliably provide Services to any subscribing end users. Gigapower shall design the System so as to minimize the impact of above-ground components on the community. Gigapower shall utilize strategic, minimally invasive techniques when possible. In the event Gigapower fails to repair and/or replace any damage to the Property or remove rubbish resulting from the installation, operation, maintenance or repair of the System after a thirty (30) day written notice from the Association, the Association may undertake the necessary repairs and/or replacement of such damage to the Property and removal of rubbish, and Gigapower shall be responsible to reimburse the Association as applicable, for any such reasonable costs within thirty (30) days of receipt of a written invoice from the Association.
4. **Assignment:** Association may assign its rights and obligations hereunder to any third-party purchaser or subsequent owner ("Buyer") of the Property. Thereafter, this Agreement will be effective by and between Gigapower and Buyer, and Association will be released from all obligations and liabilities under the Agreement, except for any accrued liabilities prior to the date of the assignment. Gigapower may assign its rights and obligations hereunder to an affiliate of Gigapower, or to any person or entity in connection with the sale of all or substantially all of Gigapower's business or assets, without Association's prior consent. Any other assignment of this Agreement by Gigapower requires Association's written consent, which will not be unreasonably withheld, conditioned, or delayed. Gigapower will notify Association of any permitted assignment and thereafter Gigapower will be released from all obligations and liabilities under this Agreement, except for any accrued liabilities.
5. **Representations of Association:** Association represents and warrants that as of the Effective Date: (i) Association is the record owner of fee simple title to the Property's common areas, or controls the Property, or is the duly authorized agent of the owner and that the person signing this Agreement is authorized to execute and deliver this Agreement on behalf of Association. Association further represents that it is not party to any agreement with a third party that would conflict with this Agreement and will not during the Term enter into any such agreement.
6. **Indemnification:** Each Party agrees to indemnify, defend, and hold harmless the other Party (including its officers, directors, principals, assigns, successors, affiliates, agents, and employees) from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and court costs), incurred by the other in connection with any third party claim, demand, or suit for damages, injunction or other relief only to the extent it is either caused by or results from (a) the negligence, gross negligence or intentional misconduct of the indemnifying Party (including any of its agents or subcontractors); or (b) noncompliance with laws. The indemnified Party agrees to provide the indemnifying Party with sufficient notice of any claim, to inform the indemnifying Party of any subsequent written communication regarding the claim, and to fully cooperate with the indemnifying Party in defense of the claim.

7. **LIMITATION OF LIABILITY:** NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR CONTRACT, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THE AGREEMENT, INCLUDING PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OF EQUIPMENT, REGARDLESS OF THE FORESEEABILITY THEREOF.
8. **Easement:** Provided Association approves the location and design of Gigapower's installation of its network, the Parties will enter into a term easement agreement. Either Party may record the easement agreement. The Association's approval is solely given for the benefit of the Association and Gigapower under this Section and neither Gigapower nor any third party shall have the right to rely upon the Association's approval of the plans for any other purpose whatsoever. The Association's approval of any installation is not a representation that such installation is in compliance with applicable laws or that it will not cause interference with other communications operations at or from the Community. Gigapower warrants that the installation of the System shall be in strict compliance with the plans approved by the Association.
9. **Gigapower Obligations:** Gigapower will, in consultation with Association, provide to Association Design Plans for the construction and installation of the Property- wide fiber optic telecommunications network on the Property as mutually agreed by the Parties. Gigapower will coordinate work at the Property to maximize efficiencies and further a more advantageous build completion schedule.
10. **Association Obligations:** Association will provide Gigapower access to the Property's common areas to install, own, repair, operate, remove, improve, and maintain the System.
11. **Notices:** Delivery of all notices will be sent to the addresses of the Parties set forth in Exhibit A. A notice will be duly given when made in writing and sent by: 1) delivered by a nationally recognized courier service with proof of delivery or 2) sent by postage prepaid certified mail, return receipt requested.
12. **Entire Agreement:** This Agreement, including any and all Exhibits hereto, constitutes the entire agreement between Association and Gigapower and supersedes all prior or contemporaneous oral and/or written quotations, communications, promises, agreements and understandings of the Parties with respect to the subject matter hereof.
13. **Termination/Default:** In the event a Party defaults on its material obligations under this Agreement and the default remains uncured for thirty (30) days after the non-defaulting Party gives written notice to the defaulting Party specifying the default, then in addition to all other rights and remedies available at law or in equity, the non-defaulting Party may terminate this Agreement. Notwithstanding the above, either Party may terminate this Agreement immediately upon giving written notice to the other Party if: (i) the other Party makes an assignment for the benefit of creditors or files a petition for reorganization; (ii) a petition in bankruptcy is filed by or against the other Party; (iii) for any breach of this Agreement by the other Party that negatively affects the non-defaulting Party's reputation, including but not limited to illegal, fraudulent or unethical behavior, or (iv) if either Party cannot agree to Site Design that its suitable for both parties.
14. **Survival of Obligations:** Each Party's obligations under the Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive such termination or expiration.
15. **Compliance with Laws:** This Agreement is subject to and the Parties agree to comply with all applicable laws, rules, regulations, codes and requisite approvals (collectively, "Laws") in their performance under the Agreement. If any conflict exists between this Agreement and such Laws during the Term of this Agreement, the Laws will control, and this Agreement will be deemed modified accordingly and confirmed via amendment.
16. **Non-exclusive Access:** Nothing in this Agreement is intended to, nor will it be construed to, preclude any Resident from electing to receive services from another provider.
17. **Confidential Information:** Except as otherwise required by law, the Parties will hold this Agreement and its content and related information marked as "confidential" (including any payment arrangements, customer lists and Property acquisition) ("Information"), will protect it just as it would protect its own confidential information, and will not disclose Information except to employees, affiliates, or third parties having a need to know for purposes of performance under this Agreement.
18. **Governing Law:** The validity, construction, and enforceability of this Agreement will be governed by the domestic laws of the state in which the Property is located. If either Party brings a legal action for the interpretation, enforcement, or breach of this Agreement the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees.
19. **Insurance:** Upon execution of this Agreement, Gigapower agrees to furnish a copy of its insurance coverage, including worker's compensation, employer's liability, comprehensive general liability and property damage, said insurance to be issued in an amount not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate. Cancellation of the insurance required for Gigapower to maintain under this Agreement shall be considered a material breach of this Agreement.

***[SIGNATURE PAGE FOLLOWS]***

**Gigapower, LLC**


**Oak Hammock Preserve Community Owners Association, Inc.**

Signed by:   
 By: \_\_\_\_\_  
 (Authorized Signature) E48BD479...

Printed Name: \_\_\_\_\_ Jason Christopherson \_\_\_\_\_

Title: \_\_\_\_\_ Director of Development, PR/GC \_\_\_\_\_

Date: \_\_\_\_\_ 1/26/2026 | 9:54 AM PST \_\_\_\_\_

Signed by:   
 By: \_\_\_\_\_  
 (Authorized Signature) P05T005E1DA74488...

Printed Name: \_\_\_\_\_ Roma Doon \_\_\_\_\_

Title: \_\_\_\_\_ Board President \_\_\_\_\_

Date: \_\_\_\_\_ 1/26/2026 | 9:52 AM PST \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

<b>Property Association:</b>
<p><b>Oak Hammock Preserve Community Owners Association, Inc.</b>  1631 E. Vine St., Suite 300  Kissimmee, FL 34744  Attention: Franklin Gomez-Conqueran  Telephone: (407) 705-2190, x-6020  E-mail: fgomez@artemislifestyles.com</p> <p><b>Signatory:</b> Roma Doon  E-mail: <a href="mailto:romadtulsa@gmail.com">romadtulsa@gmail.com</a></p>

Property Name	Community Address	Number of Residential Residents
Oak Hammock Preserve	2247 Granger Ave Kissimmee, FL 34746	347

**LEGAL NOTICE ADDRESSES**

To Association:	To Gigapower:
<p><b>Oak Hammock Preserve Community Owners Association, Inc.</b>  1631 E. Vine St., Suite 300  Kissimmee, FL 34744  Attention: Franklin Gomez-Conqueran  Telephone: (407) 705-2190, x-6020  E-mail: fgomez@artemislifestyles.com</p>	<p><b>Gigapower, LLC</b>  311 S. Akard Street, 21<sup>st</sup> Floor  Dallas, TX 75202  Attention: Renee Blair  Telephone: (214) 801.6839  E-mail: renee.blair@gigapower.com</p>