

October 26, 2017

**VIA EMAIL (JPHOY@UIWATER.COM)**

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

**Re: Renewal and Amendment of Engagement of Gunster, Yoakley & Stewart, P.A.**  
Client Name: Utilities Inc. of Florida ("Utilities Inc." or "Client")  
Matter Name: PSC and Government Affairs Consulting

Dear Mr. Hoy:

Thank you for the opportunity for Gunster, Yoakley & Stewart, P.A. ("Gunster" or the "Firm") to provide government affairs consulting and advocacy services to Utilities Inc. of Florida. The purpose of this Engagement Letter is to update the scope, terms and conditions of our representation.

In addition to consulting on PSC-related issues from time to time, we have agreed that the scope of our Firm's representation will be to assist you in legislative monitoring and advocacy effective immediately through September 30, 2018, on the following terms and conditions:

- a. Evaluate opportunities to draft legislation or amendment language, secure sponsors, and work to pass favorable legislation relating to fair market value and distribution system investment charge (DSIC);
- b. Organize, as necessary, introductory meetings with key industry stakeholders for the purpose of establishing relationships directly related to your business interests;
- c. Monitor and direct advocacy on proposed legislation related to your business interests;
- d. Advise Client on strategies to address legislative and/or executive proposed policies;

- e. Organize as necessary introductory meetings with the Florida Public Service Commissioners (FPSC) for the purpose of establishing relationships and providing education opportunities;
- f. Identify opportunities to maximize Client's positive exposure in the state to demonstrate contributions of economic development; and
- g. Respond to all legislative proposals that negatively impact Client.

We may agree to further limit or expand the scope of our representation from time to time, provided that we confirm any such changes in writing. Please note that this engagement does not include legal work before the FPSC. If required we will provide a separate engagement for such services. In complying with these requirements Gunster and its staff will register prior to undertaking any advocacy effort on your behalf with legislative or executive members, staff or employees.

**Staffing.** I will be the consultant with primary responsibility for the management of this engagement. Because of the various strengths in relationships and geographic areas of legislative members, other consultants will be assigned to this matter. Derek Bruce, Joanna Bonfanti, and Cameron Yarbrough will assist with this matter to address the opportunities for legislative changes. Staffing will depend primarily upon the judgment of Gunster as to the experience and expertise required to properly discharge its professional responsibilities.

**Fees and Costs.** We are prepared to take an "all hands on deck" approach to advocate on your behalf in the legislature. The legislative agenda is a multi-year strategy with great emphasis on the first year. As such, your fee schedule will follow this schedule as well. The fee for these services shall be \$75,000 due and owing to Gunster upon the execution of this agreement. By mutual agreement, the fees will be paid monthly in twelve (12) equal installments of \$6,250 each beginning immediately. In October 2018, the fee schedule will decrease to \$60,000 and be invoiced in twelve (12) equal installments of \$5,000 each.

We will bill you for the direct costs and service charges that are incurred for your particular matter(s), including such things as: filing fees, postage (including regular, certified, registered or expedited mail, or any other type of delivery by common carriers, such as UPS, Federal Express, or the like), courier services, imaging costs (including scanning, photocopying and printing of documents), teleconferencing services, inter-LATA or international calling tariffs, deposition costs, travel costs, and the fees and expenses of experts or consultants, if needed. We charge for certain additional services we render, including computerized database access and usage (e.g., Lexis, Westlaw, PACER, Dun & Bradstreet, and other information databases), special word processing and after-hours or extraordinary secretarial or accounting services, and the receipt and transmission of facsimiles. These matters will be shown on each invoice. Certain cost items, described above, such as imaging costs, are provided as in-house services by us and the per page non-color imaging charge (\$0.15 per page) is based upon a reasonable allocation of our overhead costs directly related to those services. Similarly, our computerized database charges are based

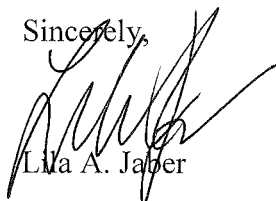
upon direct vendor access/usage charges, which can vary from time to time based upon monthly volume-of-usage discounts that the firm has negotiated with various providers, and passes on to you as available. We are constantly striving to maintain these charges at rates which are lower than those maintained by others in our markets.

In closing, we ask that you please do the following at your earliest convenience:

1. Review this Engagement Letter for the terms of our representation;
2. If this Engagement Letter meets with your approval, please sign this letter in the space provided below; and
3. Return a signed copy to me.

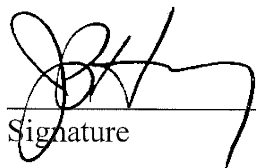
Should you have any questions or concerns about our service, work product, billings, or any other aspect of our engagement, please let me know immediately so that we may address the situation and best respond to your needs. On behalf of our Firm, thank you for considering Gunster to represent you. We appreciate your confidence in assigning us this important matter and we look forward to assisting you.

Sincerely,



Lisa A. Jaber

**UTILITIES INC. OF FLORIDA HAS REVIEWED AND AGREES TO THESE TERMS AND CONDITIONS:**



Signature

John P. Hoy  
Printed Name

10/29/17  
Date