



GREGORY J. DUNN
614-462-2339
FAX 614-222-3430
EMAIL GDUNN@SZD.COM

October 29, 2010

Mr. Terry Emery
Director, Gahanna Service Department
200 S. Hamilton Road
Gahanna, OH 43230

Dear Terry,

Per our ongoing conversations, this letter of engagement is a proposal for services SZD Whiteboard LLC an Ohio limited liability company (Whiteboard) can provide to the City of Gahanna (Gahanna or the City) to assist in implementing its Broadband Strategic Plan, including the Wi-Fi project (hereinafter "Broadband Plan")

This letter outlines our objectives and the scope of the engagement. Also included is our proposed fee arrangement and other related matters. We will of course be willing to discuss any modifications to this proposal you may wish.

Background

As the result of our first partnership, Gahanna now has a plan in place to improve broadband assets within the City. This includes both fiber-optic and wireless services. While the implementation of this plan will create a competitive advantage for the City, many technical, implementation, administrative and partnership questions need to be addressed. This proposal seeks to address those questions by providing Gahanna with an ongoing relationship to assist the City in implementing the Broadband Plan.

1. Proposed Scope of Engagement

Whiteboard will assist Gahanna to address ongoing implementation issues as the new fiber-optic network is being operated, connected and enlarged. This proposal covers a large scope of issues that Whiteboard will assist the City with throughout the process. Whiteboard will act on behalf of the City to provide strategy and advice during the implementation of the Broadband Plan to

EXHIBIT A

{H1923616.2}

ensure that Gahanna fully leverages this new asset and maximizes its return on investment. While Whiteboard is available to address any questions or concerns that arise within the City during implementation, the primary focus of the assistance will include:

A. Provide General Consultation to the City of Gahanna Regarding the Planned Fiber and Wireless Networks

As Gahanna begins to implement these projects and to create application, various questions and concerns will arise that need to be addressed. Whiteboard's Principals will make themselves available to assist the City in answering these types of questions and providing strategy to fully leverage these new investments. Whiteboard will assist the City Attorney in drafting various technical agreements as directed.

B. Assist Gahanna in Managing the Construction of New Fiber-optic and Wireless Networks

These services will include regular construction meetings with vendors and City officials.

C. Assist Gahanna in Connecting With Other Networks.

This proposal focuses on facilitating the connection between Gahanna and other networks and data centers for the purpose of procuring inexpensive bandwidth for Gahanna businesses.

E. Provide Additional Services as Directed.

2. Payment and Engagement Terms

See Exhibit A

Whiteboard will provide these proposed services on an hourly basis at the request of the City for \$250 per hour for Greg Dunn's time for a period of Eighteen (18) months. Any work performed by associate Asim Haque will be billed at \$150 per hour. Billing will not exceed \$4,200.00 in each month. Any amount in excess of \$4,200.00 will carry forward to the next month, but in no event will the total billing exceed \$75,600.00.

The General Terms of Service outlined in Addendum A are incorporated herein and made a part of this letter of engagement

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This engagement shall begin July 1, 2010 and conclude December 31, 2011. Whiteboard will invoice Gahanna at the conclusion of each month during the engagement period with a detailed report of the hours spent on the engagement.

3. Client Responsibilities

Gahanna shall provide Whiteboard with all information required by it to perform hereunder and cause its representatives and employees to cooperate and be reasonably available to Whiteboard. Whiteboard may rely upon the accuracy and completeness of all documentation and information provided by Gahanna.

4. Warranties; Remedies

Except as expressly provided in this letter, WHITEBOARD DOES NOT MAKE AND EXPRESSLY DISCLAIMS, AND GAHANNA WAIVES, ANY AND ALL OTHER WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDLESS WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ALLEGEDLY ARISING FROM ANY USAGE OF ANY TRADE OR ANY COURSE OF DEALING. GAHANNA ACKNOWLEDGES AND AGREES THAT WHITEBOARD SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, including, without limitation, damages for loss of profits, savings or loss of anticipated benefits, even if Whiteboard was advised, had other reason to know, or in fact knew of the possibility of such damages. Gahanna's exclusive remedy for a breach by Whiteboard hereunder or otherwise relating to the services or deliverables shall be the replacement or correction of such services or the return of an appropriate portion of the cost of the applicable services/products, as reasonably determined by Whiteboard.


5. Miscellaneous

This letter contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this letter. If any provision of this letter will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this letter is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited. This letter may be modified or amended in a writing signed by all parties. This letter shall be construed in accordance with the laws of the State of Ohio. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the federal courts located therein and waive any contention that any such court is an improper venue for enforcement or interpretation of this letter.

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If you have any questions regarding this engagement, do not hesitate to call. Otherwise, please have the appropriate signatories acknowledge the receipt and acceptance of this engagement letter by signing and dating the enclosed copy of this letter on the spaces provided below, initialing the General Terms of Service on each page at the bottom as indicated, and returning a copy to me. We look forward to working with Gahanna and assisting you in developing your strategic plans.

SZD Whiteboard, LLC
an Ohio limited liability company



Gregory J. Dunn, Principal

Date Oct 29, 10

The City of Gahanna, Ohio

Becky W. Stinchcomb
Mayor, City of Gahanna

Date _____

Exhibit A

WHITEBOARD, LLC

**GENERAL TERMS OF SERVICE
(City of Gahanna)**

These General Terms of Service ("GTS") are annexed to, incorporated in and made a part of the Consulting Agreement ("Agreement") dated October 29, 2010 between SZD Whiteboard, LLC ("Whiteboard") and the Customer identified in the Agreement (as the term "Customer" is defined in the Agreement

1. **Terms.** The terms defined in the Agreement shall have the same meaning in the GTS unless specified otherwise.

2. **Customer Responsibilities.** Customer agrees to pay our statements for services and expenses as provided herein and in these GTS. In addition, Customer agrees to be candid and cooperative with Whiteboard and will keep Whiteboard informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our engagement or otherwise reasonably requested by Whiteboard. Because it is important that we be able to contact Customer at all times in order to consult with Customer regarding this engagement, Customer will inform Whiteboard, in writing, of any changes in the name, address, telephone number, contact person, email address, state of incorporation or other relevant changes regarding Customer or Customer business. Customer failure to communicate and cooperate with Whiteboard in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of, or entirely withdraw from, this engagement.

3. **Payment Terms.** Payment is due upon receipt of each statement. In

the event Customer disagrees with, disputes or questions the amount stated to be due under any statement, Customer agrees to communicate such disagreement, dispute or question to Whiteboard in writing within 30 days following your receipt of such statement. In the absence of our receipt of such written communication regarding the amount stated to be due under any statement within such time, either of Whiteboard shall be entitled to assume that Customer has agreed to the amount of such statement and that Customer will pay the same amount within 30 days following your receipt of such statement. Any statement which is not paid within 30 days of its date will be considered past due. We reserve the right to charge interest on any such past due billings at the rate of 1½% per month (18% per annum) until paid.

4. **Business Advice.** It is understood and agreed that Customer is not relying upon Whiteboard for business, investment or accounting advice or decisions, or to investigate the character or credit of any persons with whom Customer is or may be dealing.

5. **Not Legal Services.** The consulting services contemplated by the Agreement do not include performance of legal research, legal analysis or advice, or any other services which may involve the practice of law. Whiteboard

is not a law firm and does not practice law or provide legal services or legal advice. Accordingly, Customer is not hiring Whiteboard as its law firm or any of Whiteboard's representatives as legal counsel.

6. **Conflicts of Interest.** The parent company of Whiteboard, the law firm of Schottenstein, Zox & Dunn Co., LPA, represents or may in the future represent a number of clients and customers that may have interests in conflict with Customer. Customer acknowledges that such adverse representations do not breach any obligation of Whiteboard or its parent, Schottenstein, Zox & Dunn Co., LPA, to Customer.

7. **No Attorney-Client Privilege.** Customer is aware that Whiteboard is not a law firm and its representatives are not practicing law. Therefore, Customer acknowledges and agrees communications with Whiteboard and its representatives will not be subject to the attorney-client privilege.

8. **Outcome or Success.** Customer agrees that Whiteboard cannot and does not guarantee the outcome or success of any service contracted for by Customer under the Agreement or this GTS.

9. **Ohio Law.** The parties hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the federal courts located therein and waive any contention that any such court is an improper venue for enforcement or interpretation of the Agreement and this GTS.

10. **Entire Agreement.** The Agreement together with the GTS, any exhibits and documents referred to herein or therein constitute the complete understanding of Customer and Whiteboard and merge and supersede any and all other discussions,

agreements and understandings either oral or written between Whiteboard and Customer with respect to the subject matter hereof. If any provision of the Agreement or this GTS is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of the Agreement or this GTS is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited. The Agreement or this GTS may be modified or amended only in a writing signed by Customer and an authorized officer of Whiteboard.

11. **Miscellaneous.** Customer agrees to comply with all federal, state and local laws, rules and regulations applicable directly or indirectly to the matters covered by the Agreement. The Agreement and this GTS shall be governed by the laws of the State of Ohio. This engagement letter may not be assigned by Customer without the prior written consent of Whiteboard.