

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 4, 2018 ☐ Consent ☐ Regular
☐ Ordinance ☒ Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the issuance of a Special Secondary Service Certificate of Public Convenience and Necessity (COPCN) with conditions to Cambridge Security Services Corporation (Cambridge) for The Club at Admirals Cove.

Summary: Cambridge has applied to provide Advanced Life Support (ALS) first response, non-transport services for The Club at Admirals Cove. The Department of Public Safety, Division of Emergency Management (DEM) has reviewed the application and recommends approval of a Special Secondary Service ALS Provider - Non-Transport COPCN with conditions. Cambridge has not previously provided ALS services but has employees on staff with ALS service experience. The Emergency Medical Services (EMS) Ordinance authorizes a COPCN with conditions for companies with ALS experienced staff but lacking entity performance history. A Special Secondary COPCN with conditions is subject to review for compliance after the initial six-months (6) of operations. The COPCN is continued until termination of the contract with the homeowner's association if the six-month (6) review of conditions is satisfactory. The conditions established by the EMS Ordinance are; 1) confirmation from the Primary ALS Provider that ALS services were satisfactorily performed during the initial six-months (6) of operations, and 2) documentation of entity implementation of a formal quality assurance program including at least three (3) quality assurance meetings with invitation to the Primary ALS Provider. If the conditions are not satisfied, the COPCN is subject to immediate suspension by the County Administrator or designee and is subject to permanent revocation by the Board of County Commissioners (BCC). The EMS Council reviewed the application on September 20, 2018, and recommended the BCC approval of the COPCN with conditions subject to BCC approval of the EMS Ordinance revision on December 4, 2018. District 1 (LDC)

Background and Policy Issue: Security agencies for private communities provide rapid response to medical emergencies and have the capability to provide advanced life support services until the primary ALS agency arrives. The County EMS Ordinance R2017-030, as amended, requires each private security agency providing ALS service to obtain a County "Special Secondary Service ALS Provider - Non-Transport" COPCN. Cambridge Security Services has applied for a COPCN with conditions and the EMS Office has found Cambridge's application and all related requirements to be in compliance with EMS Ordinance.

Attachments:

1. COPCN Application
2. COPCN (2 originals)
3. Proof of Publication

Recommended by: 
Department Director

11/2/18
Date

Approved By: 
Assistant County Administrator

11/21/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenues	(650)	(150)	(150)	(150)	(150)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(650)	(150)	(150)	(150)	(150)
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No
Does this item include the use of federal funds? Yes No X

Budget Account Exp No: Fund 0001 Department 660 Unit 7110 Rev Src 2900/4295

B. Recommended Sources of Funds/Summary of Fiscal Impact:

A onetime application fee of \$500 was collected. Permit fee of \$150 per unit will be charged annually.

Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Lisa Pincus 11/17/18 OFMB 9/11/18 Steph Th... Contract Dev. and Control 11-19-18

B. Legal Sufficiency:

Adelfman 11/20/18
Assistant County Attorney

C. Other Department Review: _____

Department Director



**PALM BEACH COUNTY
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MEDICAL SERVICES**



**APPLICATION FOR SPECIAL SECONDARY SERVICE PROVIDER
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
(COPCN)**

Section 1: SERVICE ENDORSEMENT

SPECIAL SECONDARY SERVICE PROVIDER (Private Community – provides non-transport initial ALS services pursuant to a contract with a community association until the Primary COPCN Provider arrives)

Applying for Special Secondary Service Provider renewal _____ COPCN

Applying for new Special Secondary Service Provider X COPCN

Special Secondary Service Provider COPCN term from _____ to _____.

Section 2: AGENCY INFORMATION

1. Name of agency CAMBRIDGE SECURITY SERVICES CORPORATION

Mailing address 5100 N. FEDERAL HIGHWAY, FORT LAUDERDALE, FL 33308

Base station address 860 US HWY 1 #210, N. PALM BEACH, FL 33408

Phone # 954-320-4407

Agency is public sector _____ private sector _____

2. Chief's / Manager's / Owner's name ETHAN LAZAR, CEO

3. Medical Director's name HILLEL ZVI HARRIS, MD

Medical Director's business address 5301 S. CONGRESS AVE., ATLANTIS, FL 33462

4. If applicant is a private sector agency, provide a list of all owner(s), officers, directors, primary shareholders. Include each person's position / interest, and business address. (Please attach separate list referencing question #4.)

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Section 3: ATTACHMENTS REQUIRED

6. Applicants shall submit the application for COPCN as set forth in Section 8 of the Palm Beach County Ordinance 2017-020 and satisfy all requirements therein, and in addition, applicants shall also provide satisfactory completion of the following requirements. Please be sure to include with the Application, as separately numbered Attachments in a 3 ring binder, the following:

1. Describe the Need and Area(s) or Zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.
2. The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the Administrator. The Community Association shall notify the Administrator of an early termination, or of an extension of the contract.
3. A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.
4. Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.
5. Copy of current State EMS license(s) and/or current COPCN, if any.
6. Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency's vehicles, if any.
7. Personnel Roster. Personnel must meet all requirements of certification and training referred to in 64J-1.020, Florida Administrative Code ("F.A.C."). A roster with all required information is an acceptable equivalent to form 631D.
8. Insurance Verification. A copy of an insurance policy, a self insurance policy, or a Certificate of Insurance is acceptable, so long as the agency meets the minimum insurance limits as required by Section 64J-1.002, F.A.C. There must be a 30-day cancellation notice and Palm Beach County shall be shown as a certificate holder.
9. Verification of Medical Director Employment. Provide a copy of contract or agreement with current Medical Director. Include copies of DEA and Florida Physician's License. Must meet requirements of 64J-1.004, F.A.C.
10. A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols, as approved by the Palm Beach County EMS Council.
11. The financial information of the applicant to ensure financial ability to provide and continue to provide service to the Area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company, if any. A parent company or

holding company shall mean any person, corporation or company holding, owning or in control of more than ten (10) percent stock or financial interest of another person, corporation or company. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically.

12. Copy of proposed rate structure, if any.
13. Except for current COPCN Holders a summary history of applicant's Emergency Services performance record, which provides proof that at the time of application, the applicant has experience providing ALS or BLS Services. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.
14. The applicant must have at least one (1) supervisory or higher, level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services.
15. Disclosure of litigation involving Patient care, for the past six (6) years which resulted in a judgement, award, or finding in favor of a Patient or the complaining party, including case number, nature of the claim and allegations, and a copy of final judgment or award. The Administrator may request additional information regarding the litigation.
16. Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN Holders need not provide vehicle and staff inspections performed by the Department (except deficiencies reports).
17. Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1, Florida Administrative Code, as may be amended.
18. A copy of a Federal Communication Commission (FCC) license authorizing your radio communication system operation.
19. A non-refundable application fee in the amount of five-hundred dollars (\$500.00) made payable to: "Palm Beach County Board of County Commissioners."

I, the undersigned representative of the applicant Agency, do hereby attest that said Agency meets all the requirements of Palm Beach County Emergency Medical Services (EMS) Ordinance, as codified in the Palm Beach County Code of Laws and Ordinances, and any accompanying Rules and Regulations of the Department of Public Safety Emergency Medical Services Section, as well as all the requirements for the operation of an emergency service as provided for in F.S., Chapter 401, Part III, and Chapter 64J, Florida Administrative Code.

I, the undersigned representative of the above applicant Agency, further attest that this Agency is in compliance with the State of Florida EMS Communications Plan.

I, the undersigned representative of the applicant Agency, acknowledge that any discrepancies discovered by the PBC EMS staff during the annual mandatory inspections may subject my Agency and its representatives to corrective action and possible penalty as provided for by Florida law and applicable Rule. Further, I understand that an annual

vehicle inspection permit-fee of one hundred fifty dollars (\$150.00) per-vehicle shall be paid for any EMS vehicle or ambulance utilized in Palm Beach County.

COPCN's for Special Secondary Service Providers are issued for a term that terminates automatically upon the termination or expiration of the COPCN Holder's contract for service with the Community Association, or upon notice of termination of service from the Community Association.

I, the undersigned authorized representative of the above applicant Agency further acknowledge that, to the best of my knowledge, all statements on this application and the included attachments in support of the application are true and correct.

Ethan Lozar

Printed / Typed Name of Agency Representative

[Signature]
Signature

7-11-2018

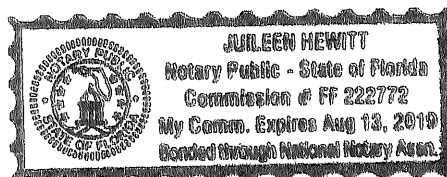
Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Application was acknowledged before me this 11th day of July, 2018, by Ethan Lozar, who is personally known to me or who has produced _____, as identification and who did take an oath.

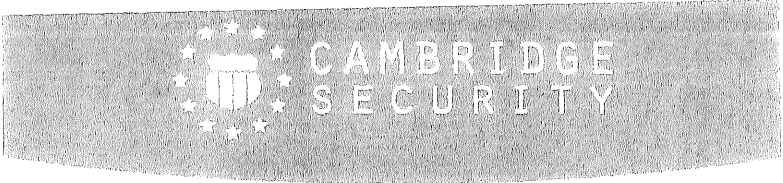
[Signature]
Signature

Notary Seal:



Attachment # 1

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Attachment 1

Section 2 Q4 –

Name	Position	Interest
Ethan Lazar	Chief Executive Officer and President	100%
James D’Arcy	Chief Operating Officer and Secretary	0%
Michael O’Mara	VP of Finance and Treasurer	0%

CORPORATE OFFICE
5100 N Federal Hwy.
Fort Lauderdale, FL 33308
954.320.8447

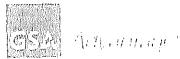
NORTHEAST REGIONAL
HEADQUARTERS & NATIONAL
COMMAND CENTER
90 Mulberry St.
Newark, NJ 07102
866.645.1682

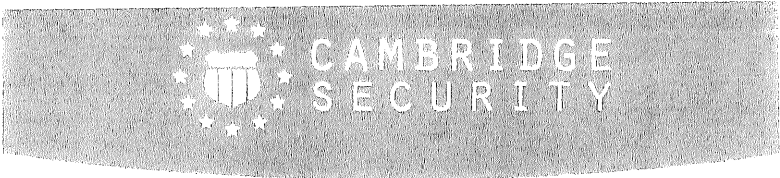
11890 SW 8th St.
Miami, FL 33184
305.227.7000

2900 14th St. North, Ste. 50
Naples, FL 34103
239.254.7515

860 US Hwy. 1, Ste. 210
North Palm Beach, FL 33408
561.939.9625

www.cambridgesecurityservices.com





Attachment 2

Section 3 Q1 –

Describe the Need and Area(s) or Zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.

Answer – Admiral’s Cove Master POA, which includes:

- Captain’s Way at Admiral’s Cove Condominium Association, Inc.
- Waterside at Admiral’s Cove Condominium Association, Inc.
- Spyglass at Admiral’s Cove Condominium Association, Inc.
- Nautical Way at Admiral’s Cove Condominium Association, Inc.
- The Club at Admiral’s Cove, Inc.

CORPORATE OFFICE
5100 N Federal Hwy.
Fort Lauderdale, FL 33308
954.328.8807

NORTHEAST REGIONAL
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Newark, NJ 07102
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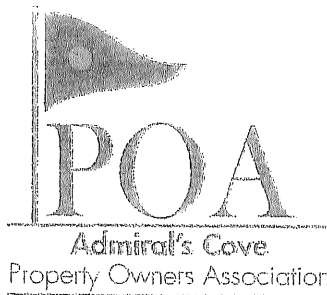
11890 SW 8th St.
Miami, FL 33184
305.227.7090

2900 14th St. North, Ste. 50
Naples, FL 34103
239.234.1515

860 US Hwy. 1, Ste. 210
North Palm Beach, FL 33408
561.858.9625

www.cambridgesecurityservices.com





One Admiral's Cove Boulevard • Jupiter, Florida 33477 • P: (561) 746-7769 • F: (561) 746-9903

June 18, 2018

Palm Beach County
Department of Public Safety
Office of Emergency Medical Services
20 South Military Trail
West Palm Beach, FL 33415

To Whom It May Concern,

Please know that Admiral's Cove MPOA has entered into a Service Agreement with Cambridge Security Services Corporation, effective July 1, 2018 and expiring on June 30, 2022. Admiral's Cove requires that Cambridge Security Services, along with security services, deliver an ALS Non-Transport program. Cambridge Security Services will apply for a COPCN, that will replace the current held by Universal Protection Service, LLC.

Sincerely,

Peter T. Moore
General Manager, COO, CFO

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SERVE • PROTECT • ENHANCE • CARE

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made as of this 25th day of May, 2018 between CAMBRIDGE SECURITY SERVICES CORPORATION, whose corporate address is 5100 North Federal Highway, Fort Lauderdale, FL 33308 ("CAMBRIDGE"), and, ADMIRAL'S COVE POA, One Admiral's Cove Boulevard, Jupiter, FL 33477 ("CLIENT").

WITNESSETH:

WHEAREAS, CLIENT desires to engage the services of CAMBRIDGE as an independent contractor and not as an employee to perform the services described herein (the "Services") for CLIENT; and

WHEAREAS, CAMBRIDGE desires to perform the Services as requested and CLIENT agrees to use CAMBRIDGE exclusively for said Services during the term Hereof.

NOW, THEREFORE, for and in consideration of the promises and the undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The recitals set forth above and any exhibits hereto are true and correct and each is incorporated herein by reference.

2. **Services.** During the term of this Agreement and any extensions thereof, CAMBRIDGE shall perform or furnish persons designated and qualified to perform the Services described in Exhibits "A & C" attached hereto and made a part hereof for all purposes, and CAMBRIDGE agrees to perform the Services for CLIENT subject to the terms and conditions contained herein. Services are being provided only to the CLIENT. No other person or entity is, nor is there intended to be, a third party beneficiary under this agreement. CAMBRIDGE is assuming no duty to protect any other persons or entities or their property.

3. **Term and Termination.** This Agreement shall commence on July 1, 2018, and shall continue for a 4 year term ending on JUN 30, 2022. The Agreement shall automatically renew for one (1) year at the expiration of the first term. CAMBRIDGE and CLIENT may cancel this Agreement, with or without cause, with 30 days' written notice to the other party.

4. **Compensation.** CAMBRIDGE will remit invoices to CLIENT during the term of this Agreement for CAMBRIDGE's performance of the Services in the amounts set forth in Exhibit "A" based on actual hours worked by staff. CLIENT shall be entitled to review payroll records upon request for services described in Exhibit "____". Invoices will be payable on the 1st and 16th of each month based on 1/24th of the gross annual contract, including Florida sales tax, for each year of the contract period. If there are addendums added to the contract, each addendum will be paid separately on the same basis as the original contract amount after the proration for the 1st period and then on a 1st and 16th basis for the remainder of the current annual contract period. The addendum will then be annualized and added to the base contract for subsequent annual periods. The invoices will be payable by CLIENT upon receipt, without deduction, setoff or holdback of any kind whatsoever. Any payments not received by CAMBRIDGE within 30 days from the posting of an invoice will accumulate interest at the rate of 1 ½ % per month on the unpaid balance. In addition, a late payment fee of \$50.00 will be applied to each delinquent invoice. Claims by

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Initial JD
Initial JB 80th

CLIENT for losses or damages shall be made separately and independently from said invoices. CLIENT shall submit any such claims to CAMBRIDGE and/or the appropriate insurer for processing. Any deduction made from a CAMBRIDGE invoice will be considered a breach of this Agreement by CLIENT. CLIENT represents that it is financially solvent. CLIENT represents that CLIENT shall be responsible for payment of all amounts invoiced by CAMBRIDGE hereunder. Notwithstanding anything to the contrary herein, CAMBRIDGE may terminate this Agreement at any time after forty-eight (48) hours prior written notice to CLIENT due to CLIENT's failure to pay any moneys due hereunder, or if at any time during the term if this Agreement shall be filed by or against CLIENT in any court, pursuant to any statute, a petition in Bankruptcy, insolvency, reorganization or the appointment of a receiver to receive all or a portion of the CLIENT's property. In such an event CLIENT agrees to pay, as liquidated damages, a sum equal to twice the actual amount owed to CAMBRIDGE by CLIENT as of the last date of service. For purposes of this paragraph, time is of the essence.

5. Bill Rate Escalation. The bill rates for all positions described in Exhibit "A" shall remain in effect through June 30, 2022. Effective on the annual anniversary of the commencement of this Agreement, and every year thereafter, the bill rates for all positions described in Exhibit "A" shall increase two and a half percent (2 ½ %). In addition to the foregoing, in the event that any Federal, State or local law, rule or regulation, result in an increase in the cost of labor and services provided by CAMBRIDGE under this Agreement, including without limitation an increase in minimum hourly wage to an amount that exceeds the then existing hourly wage rates, CAMBRIDGE reserves the right, in its sole discretion, to escalate bill rates for all positions described in Exhibit "A" to reflect such increase in costs. In the event of a change in any bill rates for services provided under this Agreement, CAMBRIDGE will provide CLIENT with written notice of the bill rate change. CLIENT shall then have 10 days to approve the billing rate change in writing, or to terminate the Agreement by providing 30 days written notice. In the event that the CLIENT fails to object to the bill rate change in writing within 10 days of receipt, then such bill rate change shall be deemed effective as of the date set forth in such notice.

6. Independent Contractor Status. CLIENT and CAMBRIDGE understand and agree that CAMBRIDGE's status under this Agreement is that of an independent contractor and that CAMBRIDGE's status shall in no way be deemed to be that of an employee of CLIENT or any of its affiliates.

7. Proof of Business License. CAMBRIDGE represents that CAMBRIDGE and all of its personnel have current state, county, city, and local licenses, as applicable, in all names under which conducting business in the relevant area, and that all of its employees have been properly registered and that all other regulatory governmental authorities and state departmental agency requirements have been met and are current with the State of Florida, as required.

8. Other Clients. CAMBRIDGE may represent, perform services for, and be employed by such clients, persons, or companies other than CLIENT, as CAMBRIDGE, in its sole discretion, may determine.

9. Limited Liability. It is understood that the amounts payable to CAMBRIDGE hereunder are based upon the value of the Services, and the scope of liability as herein set forth are unrelated to the value of the CLIENT's property or the property of others located in CLIENT's premises. CAMBRIDGE makes no guarantee or warranty, including any implied for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the Services are designated to detect or avert. It is expressly understood and agreed that CAMBRIDGE is not responsible for performing any maintenance services including but not limited to , building upkeep, garbage or debris removal and water removal.

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Initial 
Initial 

Notwithstanding anything to the contrary herein it is agreed that any additional insured or indemnity provision throughout this Agreement applies only to claims arising solely from the negligent acts of CAMBRIDGE employees while performing agreed upon duties as licensed security guards. The parties agree that the services furnished under this Agreement shall be in conformity with practices that are generally current in the security industry. CAMBRIDGE's responsibility is solely limited to providing physical security services under the terms and conditions set forth herein.

CLIENT represents and warrants that they have solely determined the nature and number of security officers at CLIENT's location. The security officers furnished by CAMBRIDGE shall perform such services as agreed upon in this Agreement. If the CLIENT, without approval of CAMBRIDGE alters any instructions or directions given by CAMBRIDGE to any security officers or if the CLIENT assumes any supervision of the security officers, the CLIENT shall be solely liable for any and all consequences thereof. The limitation on liability expressed in this Agreement shall inure to the benefit of and apply to all parents (both direct and indirect), subsidiaries and affiliates of CAMBRIDGE. Nothing in this Agreement shall confer any rights upon any person or entity not a signatory to this Agreement.

CLIENT agrees to Hold Harmless, Indemnify and defend CAMBRIDGE for and from any losses, (including loss of Life) and property, claims, actions and or suites, that arise from or as a result of CAMBRIDGE periodically and randomly remotely viewing CAMBRIDGE's employees on Camera while performing their duties on the CLIENT's location and or location, as remote viewing is only used as an additional tool to better supervise CAMBRIDGE's employees, and is not intended or able to prevent and or deter any lose and or losses to include loss of life and or property. It is further understood and agreed the CLIENT agrees to hold harmless, indemnify and defend CAMBRIDGE for and from any losses, (including loss of life) and property, claims, actions and or suits, that arise from or as a result of CAMBRIDGE's employees periodically and randomly viewing the CLIENT's cameras, as the viewing of cameras will not prevent losses to include loss of life, and or property.

10. Insurance. During the progress of this work, CAMBRIDGE shall maintain such insurance as requested by ASSOCIATION, including but not limited to (1) Workers' Compensation, USL&H and Employers Liability per Florida Statute 440.02 in the amount of \$1,000,000; (2) comprehensive general liability, including premises operations, bodily injury protection, independent contractors protective, products and completed operations and broad form property damage in the amount of \$1,000,000.00 per occurrence, \$5,000,000.00 aggregate, Automobile Liability in the amount of \$1,000,000 and Umbrella Liability in the amount of \$10,000,000. ASSOCIATION, four (4) Condominium Associations and The Club at Admiral's Cove shall be an additional named insured on all liability insurance required by the CAMBRIDGE. CAMBRIDGE SHALL PROVIDE ASSOCIATION WITH AN ENDORSEMENT AND CERTIFICATE OF INSURANCE SHOWING ASSOCIATION AS A NAMED INSURED FOR ALL THE ABOVE DESCRIBED INSURANCE PRIOR TO BEGINNING ANY WORK UNDER THIS CONTRACT. Attached as Exhibit B is CAMBRIDGE insurance which shall not be modified unless such modification is in advance in writing by ASSOCIATION.

11. Notices. All notices required or permitted by this Agreement shall be in writing, signed by the party serving the notice, sent to the party at the address shown on the first page hereof or to such other address as either party designates to the other in writing as a place for the service of notice. Such notices shall be sent either via facsimile, via registered or certified United States mail (return receipt requested), or via a nationally recognized air courier service, and shall be deemed given when actually received at the address shown on the postal or air courier receipt. Notices not given in this manner or within the time limits set forth in this Agreement shall be of no effect and may be disregarded by the party whom they are directed.

12. Indemnification. To the fullest extent permitted by law, and in exchange for separate consideration of Ten Dollars in hand paid by ASSOCIATION to CAMBRIDGE, and other good and valuable consideration, CAMBRIDGE shall indemnify and hold harmless the ASSOCIATION and its agents, employees and assigns from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out or resulting from (1) the performance of the work provided, that any such claim, damage or loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the work, and the loss of the use resulting therefrom; and (2) is caused in whole or in part by negligent act or omission of CAMBRIDGE, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whom acts any of them may be liable.

13. Attorney's Fees. If any arbitration, mediation or action at law or equity is necessary to enforce to interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief that may be available. In the event any invoice is placed in the hands of CAMBRIDGE's attorney for collection but no suit, arbitration or formal proceeding is commenced, CLIENT agrees to pay costs of such collection, including attorney's fees.

14. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Florida without regard to the conflicts of law principles thereof. In the event court intervention is required, CLIENT hereby irrevocably consents to the exclusive jurisdiction of any Florida State or Federal Court sitting in Palm Beach County, Florida over any suit, action or proceeding arising out of or relating to, this Agreement and hereby irrevocably waives any objection to the venue of any such suit, action or proceedings as well as any objection with respect thereto of inconvenient forum. Additionally, an arbitration or mediation that may be conducted shall be conducted in Palm Beach County, Florida.

15. Mediation and Arbitration. Prior to any legal action, either in a court of competent jurisdiction or by arbitration, the parties agree the dispute shall be subject to mediation pursuant to Florida law and Florida Rules of Procedure. The parties will mutually choose the mediator and the location of the mediation. In the event CAMBRIDGE and CLIENT are unable to amicably resolve a dispute arising out of or in any way related to this Agreement or the rights and remedies arising from it by mediation, CAMBRIDGE and/or CLIENT shall have the right to demand binding arbitration by written notice to the other. Arbitration shall be held in accordance with the then prevailing commercial rules of the American Arbitration Association. Said notice shall detail the contentions of the noticing party in the nature of a complaint in an action at law and shall appoint an arbitrator advocate and the other party shall serve opposing contentions in the nature of an answer, counterclaim, set-off, in an action at law and shall appoint an arbitrator advocate. Immediately thereafter, the arbitrator advocate for each party shall jointly select a third arbitrator whereupon such claims shall be submitted to binding arbitration for the entering of an appropriate award. In the event the arbitrator advocates of the parties are unable to select a third arbitrator, the parties agree to submit the dispute to an arbitrator appointed by and pursuant to the rules of the American Arbitration Association. A Court of competent jurisdiction in the State of Florida shall enter judgment containing the Arbitrator's award. Any portion of the award in favor of CAMBRIDGE for non-payment in whole or in part of any invoice or any award in favor of CLIENT, shall bear interest at the rate of 1.5% per month from the date said payment was due.

16. Parties Bound. This Agreement shall be binding on and inure to the benefit of the contracting parties and assigns.

17. Force Majeure. CAMBRIDGE shall not be liable and have no liability to CLIENT, its officers, directors, employees, agents, guests, invitees or any other third party and, to the fullest extent permitted

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Attachment # 1

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Initial 
Initial 

by law, CLIENT hereby releases CAMBRIDGE, its stockholders, directors, officers, employees and agents for any property loss, economic loss or personal injury (including death) resulting from CAMBRIDGE's delay in performing or failure to perform any service under this Agreement where such delay or failure is caused, in whole or in part, by any event beyond the reasonable control of the CAMBRIDGE, its employees and agents, including but not limited to any ; Act Of War Or Terrorism, Active Shooter Event, Sudden And Unforeseen Acts That Endeavor To Cause Mass Casualties Or Injuries, Acts Of God, Pandemic Outbreak, Flood, Windstorm, Governmental Embargo, Quarantine, Strike, Riot, Civil Disorder, Hostile Fire, Sabotage or Governmental Seizure.

18. **Severability/Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision had never been contained in it. Further, CLIENT acknowledges that this Agreement was fully negotiated and agrees that such Agreement shall not be interpreted against either party as the drafter.

19. **Waiver of Subrogation.** CLIENT waives all subrogation and other rights of recovery against CAMBRIDGE that any insurer or other person may have as a result of paying a claim or loss.

20. **Modifications.** No waivers, alterations, or modifications of this Agreement or any agreements in connection with it shall be valid unless in writing and duly executed by both CLIENT and CAMBRIDGE.

21. **Cambridge's Property.** Any and all property, equipment, supplies and materials furnished by CAMBRIDGE hereunder and placed at or on any of CLIENT's sites shall remain the property of CAMBRIDGE, and CAMBRIDGE shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace and remove such property, equipment, supplies and materials.

22. **COMPENSATION AND BENEFITS.** At all times during this Agreement, CAMBRIDGE shall, maintain and provide employee health insurance as per Exhibit "B"; furthermore, CAMBRIDGE shall not increase the employees' contribution as a percent of the total cost for health insurance.


23. **Headings.** The headings in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

24. **Opportunity to Seek Counsel.** CLIENT acknowledges that he/she has had an opportunity to consult with an attorney prior to executing this Agreement.

25. **Entire Agreement.** This Agreement together with any Exhibits or attachments hereto and other written agreements entered into contemporaneously herewith constitutes and represents the entire agreement between the parties hereto and supersedes any prior understanding or agreements, written or verbal, between the parties hereto respecting the subject matter herein.

Attachment # 1

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Initial 
Initial 

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the respective parties to this Agreement.

CAMBRIDGE SECURITY SERVICES CORPORATION ("CAMBRIDGE")

Name: James J. Diney

Signature: 

Title: COO

ADMIRAL'S COVE MASTER PROPERTY OWNERS ASSOCIATION, INC. ("CLIENT")

Name: Dorothy Bronstein

Signature: 

Title: MPOA Board Pres.

Attachment # 1

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Initial 
Initial 

EXHIBIT A

Admiral's Cove POA

Financial Analysis

Year 1

Position	Weekly Hours	New Pay Rate	New Bill Rate	Annual Cost
Security Officer	576	\$16.00		
Paramedic	168	\$20.50		
Corporal	80	\$16.50		
Sergeant	40	\$17.00		
Lieutenant	80	\$18.00		
Captain	80	\$20.66		
Director	40			
Ford Explorer (Police Interceptor) w/ FLIR Vehicle Vision Systems	3 Vehicles			
Tactical Vehicles w/ FLIR Vehicle Vision Systems	2 Vehicles			
Director's Vehicle	1 Vehicle			
Medical Supplies				
Sub-total				
7% FL Sales Tax				
Total				
Payable on 1st and 15th of each month				

Year 2

Position	Weekly Hours	New Pay Rate	New Bill Rate	Annual Cost
Security Officer	576	\$16.40		
Paramedic	168	\$21.01		
Corporal	80	\$16.91		
Sergeant	40	\$17.43		
Lieutenant	80	\$18.45		
Captain	80	\$21.18		
Director	40			
Ford Explorer (Police Interceptor) w/ FLIR Vehicle Vision Systems	3 Vehicles			
Tactical Vehicles w/ FLIR Vehicle Vision Systems	2 Vehicles			
Director's Vehicle	1 Vehicle			
Medical Supplies				
Sub-total				
7% FL Sales Tax				
Total				
Payable on 1st and 15th of each month				

Attachment # 1

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Initials [Signature]
Initials [Signature]

EXHIBIT A
Admiral's Cove POA
Financial Analysis (page 2)

Year 3

Position	Weekly Hours	New Pay Rate	New Bill Rate	Annual Cost
Security Officer	576	\$16.81		
Paramedic	168	\$21.54		
Corporal	80	\$17.34		
Sergeant	40	\$17.86		
Lieutenant	80	\$18.91		
Captain	80	\$21.70		
Director	40			
Ford Explorer (Police Interceptor) w/ FLIR Vehicle Vision Systems	3 Vehicles			
Tactical Vehicles w/ FLIR Vehicle Vision Systems	2 Vehicles			
Director's Vehicle	1 Vehicle			
Medical Supplies				
Sub-total				
7% FL Sales Tax				
Total				
Payable on 1st and 15th of each month				

Year 4

Position	Weekly Hours	New Pay Rate	New Bill Rate	Annual Cost
Security Officer	576	\$17.23		
Paramedic	168	\$22.07		
Corporal	80	\$17.77		
Sergeant	40	\$18.30		
Lieutenant	80	\$19.39		
Captain	80	\$22.25		
Director	40			
Ford Explorer (Police Interceptor) w/ FLIR Vehicle Vision Systems	3 Vehicles			
Tactical Vehicles w/ FLIR Vehicle Vision Systems	2 Vehicles			
Director's Vehicle	1 Vehicle			
Medical Supplies				
Sub-total				
7% FL Sales Tax				
Total				
Payable on 1st and 15th of each month				

Rates Also Include:

- Scheduled and random road patrol supervisor and management site visits and inspections
- Federal Unemployment Tax Act (FUTA)
- State Unemployment Tax Act (SUTA)
- Federal Insurance Contributions Act (FICA)
- FRIFF, quality health insurance to all full-time staff
- Workers Compensation & Liability Insurance
- 401k w/ match
- Pre-employment staff screening, background checks & drug testing
- FRIFF Uniforms (Shirts, Trousers, Belts, Badges, Photo ID and high-shine Shoes) no "deposits" collected from staff or "wear and tear" deductions ever
- Generous vacation schedule for employees
- Work Perks deep discount program for uniformed staff (goods, services, and travel)
- WEEKLY pay

Attachment # 1

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Initials [Signature]
Initials [Signature]

EXHIBIT A
Admiral's Cove POA
Financial Analysis (page 3)

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the respective parties to this Agreement.

CAMBRIDGE SECURITY SERVICES CORPORATION ("CAMBRIDGE")

Name: James J. D'Amico

Signature: [Signature]

Title: CSC

ADMIRAL'S COVE POA ("CLIENT")

Name: Danahel Braunstein

Signature: [Signature]

Title: mPOA Board Pres

Attachment # 1

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Initials [Signature]
Initials [Signature]

EXHIBIT B
Admiral's Cove POA
Compensation and Benefits

Disability Insurance

Full-time benefit eligible employees can participate in a Disability Insurance plan offered through AFLAC at a discounted rate.

Life Insurance

Basic Life and Accidental Death and Dismemberment insurance in the amount of \$10,000 to all full-time benefit eligible employees at no charge.

Pay

All Cambridge employees are provided with the option to receive their paycheck through direct deposit or via U.S. Mail. * All hourly employees are paid weekly.

Vacation

Security officers begin to accrue vacation time after their first year of service, eligible for one week of paid vacation after one year of service, two weeks after three years and three weeks after eight years. Vacation time is accrued and is based on a fiscal/calendar year schedule.

Holidays

All Security Officers receive time-and-a-half pay when working the following holidays:

- New Year's Day
- Dr. MLK Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

All full time Cambridge Security Services employees are entitled Health Insurance, one week of paid vacation after one year of employment, after 3 years of continuous service, employees are entitled to 2 weeks' vacation.

We offer Health Insurance, as mandated by the Heath Care Reform Act, to our employees who work full-time. This plan includes; Physician Services, Preventive Care, Hospital Services, Psychological, Drug and Alcohol services; Emergency Room Care and Prescription Drugs.

Incentives & Recognition

Referral Bonus

Cash award for referring candidates who become Cambridge employees.

Officer of the Month

\$50.00 cash award and certificate and eligibility for Security Officer of the Year.

Officer of the Year

\$200 cash award and commemorative plaque

Supervisor of the Year

\$500.00 cash award and commemorative plaque

Attachment # 1

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Initials [Signature]
Initials [Signature]

EXHIBIT B
Admiral's Cove POA
Compensation and Benefits (page 2)

Length of Service Awards

Various awards for every five years of service.

Performance Recognition

Movie tickets, gift certificates, plaques and other gifts given "on the spot" for going above and beyond the call of duty.

Work Perks

Extensive, deep-discount program for services and goods often used by our staff. Remarkable savings are available to Cambridge employees from oil changes, to restaurants, to travel, to big ticket purchases, and much, much more.

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the respective parties to this Agreement.

CAMBRIDGE SECURITY SERVICES CORPORATION ("CAMBRIDGE")

Name: James J. D'Arcy

Signature: [Signature]

Title: COO

ADMIRAL'S COVE POA ("CLIENT")

Name: Donald Brownstein

Signature: [Signature]

Title: MPUA BOARD PRES.

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Initials
Initials [Signature]

EXHIBIT "C"

ADMIRALS COVE MASTER POA STANDARD SECURITY OPERATING GUIDELINES DUTIES & RESPONSIBILITIES

OPERATIONAL SECTIONS

SECTION	I	General Knowledge
SECTION	II	General Duties of All Security Officers
SECTION	III	Expectations of Security Officers
SECTION	IV	Daily Operations
SECTION	V	Rules and Regulations
SECTION	VI	Injury Policies and Safety Rules
SECTION	VII	Weapons and Certifications
SECTION	VIII	Main Gate Duties
SECTION	IX	Road Patrol Duties
SECTION	X	Advanced Life Support Policies & Procedures
SECTION	XI	Tactical Duties
SECTION	XII	Marine Patrol Duties
SECTION	XIII	The Property of Admiral's Cove
SECTION	XIV	Hurricane Preparedness Guide
SECTION	XV	Index

The above Operational Sections have been reviewed and accepted by Cambridge Security Corporation as the Security Operating Guidelines for Admiral's Cove Master POA. The Guidelines will serve as the basis for Cambridge Security Services Corporation's contract security program for Admiral's Cove Master POA.

Cambridge will advise Client of Security Operating Guideline document changes in writing. Client shall then have 10 days to approve the change or to terminate the Agreement by providing 30 days written notice. In the event the Client fails to object to the document change in writing within 10 days of receipt, then such a document change will be deemed effective as of the date set forth in such notice.

Attachment # 1

Initials
Initials



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**MEMORANDUM OF UNDERSTANDING
BETWEEN PALM BEACH COUNTY FIRE RESCUE AND
CAMBRIDGE SECURITY SERVICES CORPORATION**

This Memorandum of Understanding (hereinafter the "MOU") is hereby entered into on July 13, 2018, between Palm Beach County Fire Rescue (hereinafter referred to as "PBCFR"), whose address is 405 Pike Road, West Palm Beach, Florida 33411, and Cambridge Security Services Corporation (hereinafter referred to as "Special Secondary Service Provider"), whose address is 5100 North Federal Highway, Suite 405, Fort Lauderdale, Florida 33008, in order to establish dispatch protocols and identify roles and responsibilities of Special Secondary Service Provider personnel at an emergency scene, and to set forth the documentation required for patient care rendered pursuant to F.A.C 64J1, as part of Special Secondary Service Provider's service contract with Admirals Cove Master POA, exclusively within the boundaries of the development known as The Club at Admirals Cove (hereinafter referred to as "the Community"), located in Jupiter, Florida. This MOU shall also satisfy the requirements of Section 401.435(2), *Florida Statutes*, and Section 13-20 of the Palm Beach County Code.

Dispatch Protocols:

PBCFR and Special Secondary Service Provider are routinely dispatched and respond to all EMS emergencies within the Community utilizing the 9-1-1 emergency telephone access system. In the event that the request for emergency assistance is received by Special Secondary Service Provider, they will immediately notify PBCFR via PBCFR's Dispatch Communication Center (hereinafter referred to as "Dispatch"). All requests for emergency medical assistance received through Special Secondary Service Provider's security office will provide confirmation of address, telephone number, and nature of the call to Dispatch. The Community shall discourage its residents from notifying Special Secondary Service Provider before using the 9-1-1 system.

All communications between Special Secondary Service Provider and PBCFR will be accomplished via Dispatch.

Special Secondary Service Provider's First Responder Roles and Responsibilities:

If Special Secondary Service Provider personnel are first to arrive at an emergency scene, Special Secondary Service Provider will conduct a scene safety evaluation in order to determine if it is safe to enter. If the scene is deemed unsafe, Special Secondary Service Provider will retreat to a safe location. Special Secondary Service Provider will then request law enforcement and notify all other responding units of the unsafe situation. All units will then stage at a safe location until the scene has been deemed safe to enter by law enforcement.

If the scene is determined to be safe to enter, Special Secondary Service Provider will then begin assessment of the patient. Special Secondary Service Provider will initiate care of any sick or injured persons. All care by the Special Secondary Service Provider will be rendered in accordance with Palm Beach County Fire Rescue Patient Care Protocols. If the patient is unstable or is in critical condition, Special Secondary Service Provider will immediately notify Dispatch to provide a patient status report. Special Secondary Service Provider personnel shall provide a written patient care report to PBCFR upon their arrival, and as otherwise requested.

Special Secondary Service Provider will function as an Advanced Life Support (ALS) provider by hiring Florida certified EMTs and paramedics equipped with a full complement of ALS medications and medical equipment in accordance with Chapter 401, *Florida Statutes*, and F.A.C. 64J1. Special Secondary Service Provider will only function as an ALS provider within the Community and will not have patient transport responsibilities. However, Special Secondary Service Provider shall maintain and equip all vehicles utilized to provide ALS services within the Community as if such vehicles were transport vehicles. Patient transport will be conducted by PBCFR or other authorized transport provider.

ALS First Responder Qualifications:

All EMTs and paramedics employed by Special Secondary Service Provider for the services contemplated under this MOU shall be certified by the Florida Department of Health, and must satisfy all the professional qualifications and educational requirements set forth in Chapter 401, *Florida Statutes*, and F.A.C. 64J1. Special Secondary Service Provider shall ensure common medical direction with PBCFR through the participation of Special Secondary Service Provider's Medical Director in the Palm Beach County Medical Director's Association.

Documentation of Patient Care Rendered by First Responder:

Special Secondary Service Provider shall document all patient contact on a patient care report in order to provide timely and accurate patient care information to responding PBCFR units at the scene. At a minimum, each patient contact shall be documented as per FAC 64J-1.014(4) which shall provide information pertinent to the patient's identification, assessment, and care provided. Additionally, the names and identification number of all Special Secondary Service Provider personnel on the scene who provided patient care shall be included on the patient care report.

Infectious Disease:

Special Secondary Service Provider shall adopt and adhere to an infectious disease protocol that complies with all applicable federal, state, and local laws. Special Secondary Service Provider shall be responsible for providing post exposure care to its own personnel. Special Secondary Service Provider shall notify PBCFR of all actual or suspected exposures involving a patient within the identified service areas. All

infectious disease exposure protocol will be adhered to and all paperwork will reflect the names of persons present in order to make notifications in cases that apply.

Authorization:

This MOU shall take effect upon issuance of Special Secondary Service Provider's Certificate of Public Convenience and Necessity (COPCN), and may be amended from time to time by mutual written agreement of the parties. Upon execution, this MOU will be filed with Palm Beach County, Division of Emergency Management located at 20 South Military Trail, West Palm Beach, Florida 33415.

This MOU shall expire upon expiration or termination of Special Secondary Service Provider's COPCN to serve the Community.

This MOU is entered in accordance with Section 13-20 of the Palm Beach County Code and Section 401.435(2) *Florida Statutes*. Notwithstanding anything herein to the contrary, this MOU shall not be construed to create any contractual obligation upon PBCFR or Palm Beach County, nor to provide any contractual rights to Special Secondary Service Provider or to any third party.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this MOU on the date hereinabove first written.

PALM BEACH COUNTY FIRE RESECUE

By: Michael C. Mackey
Michael C. Mackey
Fire Rescue Administrator

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]
Richard Ellis
Medical Services Division Chief

By: [Signature]
Kenneth A. Schepke, M.D.
Medical Director

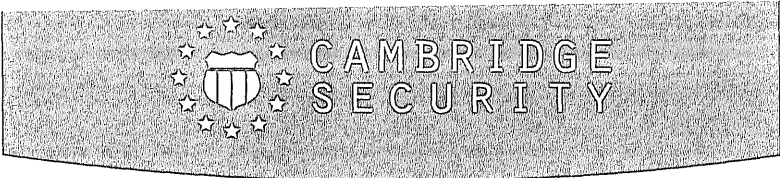
WITNESSES:

**CAMBRIDGE SECURITY SERVICES
CORPORATION**

By: JAY ALPERT
Print Name: Jay Alpert

By: [Signature]
Ethan Lazar, President/CEO

By: [Signature]
Print Name: James V. [Signature]



Attachment 7 -

Section 3 Q6 –

Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency’s vehicles, if any.

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin#</u>
2018	Ford	Explorer – Police Interceptor	1FM5K8AROJGA37615

CORPORATE OFFICE
5100 N Federal Hwy.
Fort Lauderdale, FL 33308
954.320.4407

NORTHEAST REGIONAL
HEADQUARTERS & NATIONAL
COMMAND CENTER
90 Mulberry St.
Newark, NJ 07102
866.645.1682

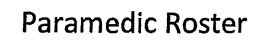
11890 SW 8th St.
Miami, FL 33184
305.227.7090

2900 14th St. North, Ste. 50
Naples, FL 34103
39.234.7515

860 US Hwy. 1, Ste. 210
North Palm Beach, FI 33408
561.939.9625

www.cambridgesecurityservices.com



[illegible]

MEDICAL DIRECTOR AGREEMENT

This Agreement ("Agreement") is entered into as the date upon which it is executed below by all parties hereto (the "Effective Date"), said parties being Cambridge Security Services, Inc. ("Cambridge") and Hillel Harris, M.D. ("Physician").

WHEREAS, Cambridge is in the business of providing security services;

WHEREAS, certain of Cambridge's clients require Cambridge to contract with a Florida-licensed physician to serve as Medical Director providing medical supervision for the daily operations and training of Cambridge's emergency medical services; and

WHEREAS, Physician is duly licensed by, and in good standing with, the appropriate licensing agency for the State of Florida and qualified to render professional medical services as may be necessary and desirable in the performance of this Agreement, and more particularly, in emergency medicine; and

WHEREAS, Cambridge desires to engage Physician as an Independent Contractor to serve as Cambridge's Medical Director and to perform the services described herein and Physician desires to enter into this Agreement to serve as the Medical Director for Cambridge; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereby agree as follows:

Section 1. Retention of Physician; Conditions Precedent to Retention and Continued Retention.

(a) Retention of Physician. Cambridge agrees to retain and continue to retain Physician as Medical Director as of the Effective Date pursuant to the terms of this Agreement.

(b) Licensure; Registrations; Experience. At all times during which this Agreement is in effect, Physician shall have and maintain in good standing a currently valid and unrestricted license to practice medicine in the State of Florida and Physician certifies that as of the Effective Date of this Agreement, he has practiced Emergency medicine in the State of Florida for at least three years.

(c) Copy of Licensure. Upon execution of this Agreement by Physician and upon request by Cambridge from time to time, Physician shall provide Cambridge with a copy of Physician's licensure and registrations evidencing compliance with Section 1(b).

(d) Board Certifications. At all times during the term(s) of this Agreement, Physician shall be Board Certified in Emergency Medicine. Upon request, Physician shall provide Cambridge with a copy of Physician's board certification evidencing compliance with this Section 1(d).

(e) Medical Association Participation. At all times during the term(s) of this Agreement, Physician shall actively participate in the Palm Beach County Medical Directors Association. Upon request, Physician shall provide Cambridge with documentation evidencing compliance with this Section 1(e).

Attachment # 1

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Section 2. Responsibilities of Physician.

(a) Services. Physician shall be available to serve as Cambridge's Medical Director and to provide the services mutually agreed upon by the parties (collectively, the "Services").

(b) Standards. Physician shall provide the Services and conduct activities in accordance with (i) the then currently accepted methods and practices (including codes of ethics) of the American Medical Association and the appropriate state licensing authority for physicians; (ii) any applicable Cambridge bylaws, policies and procedures as provided or made available to Physician in writing.

(c) Availability and Location. Cambridge and Physician shall agree upon the dates and times at which Physician shall perform the Services hereunder, which the parties acknowledge and agree shall be sufficient to satisfy Cambridge's obligations to its clients and customers.

Section 3. Nature of Relationship.

(a) Capacity/Independent Contractor. Physician, in its relation to Cambridge, shall at all times be an independent contractor, and neither Physician, nor any of his employees, agents or assistants shall, under any circumstances, be deemed to be the employees or agents of Cambridge. The parties acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

(b) Non-Exclusivity. Physician shall be free to operate its business as it deems appropriate and may provide services to the general public provided the provision of such services do not interfere with Physician's obligations under this Agreement. Nothing in this Agreement shall prohibit Physician from entering into relationships with other entities, including hospitals, medical practices or associations, or health care groups, provided such relationships do not interfere with Physician's obligations under this Agreement.

Section 4. Responsibilities of Cambridge.

(a) Means of Providing Services. Physician shall be responsible for providing any and all facilities, equipment and supplies necessary to perform the services under this Agreement.

(b) Personnel. Physician shall employ, terminate and reinstate, as it deems appropriate, such non-medical personnel as it deems necessary to perform the services under this Agreement.

Section 5. Physician's Fee.

(a) Annual Fee for Physician's Services. For Physician's provision of the Services described herein, Cambridge shall pay Physician \$10,000.00 annually. This payment shall be paid in monthly installments, each installment being due within ten (10) days of Cambridge's receipt of Physician's invoice for services rendered in the preceding month.

(b) Ineligibility for Employment or Other Benefits. The parties acknowledge that Physician shall not be eligible for sick leave, vacation pay, health benefits, retirement benefits or other employee benefits provided to Cambridge employees. Cambridge is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment tax, unemployment compensation, workers' compensation, or insurance premiums on Physician's behalf.

Attachment # 1

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Section 6. Insurance.

(a) Coverage: Cambridge shall provide Paramedic and Medical Director Insurance covering the Services to be provided under this Agreement in the minimum amounts of \$1,000,000 per occurrence and \$5,000,000 annual aggregate.

(b) Additional Insured; Proof of Insurance. With respect to the insurance coverages set forth in Section 6(a) of this Agreement, Cambridge shall name Physician as an additional insured by endorsement under its insurance policy or policies. Cambridge shall provide Physician with proof it is maintaining the insurance coverages required under this Agreement within three (3) days of his request for same.

Section 7. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods, each such period constituting a "Renewal Term." Notwithstanding the preceding sentence, this Agreement shall not renew if either party first delivers notice to the other party of its intent to not renew this Agreement at least thirty (30) days prior to the beginning of any Renewal Term.

(b) Termination. Notwithstanding the provisions of Section 7(a) hereof, this Agreement may be terminated as follows:

(1) Termination on Notice for Default. In the event either party shall give notice to the other of a substantial default in the performance of any obligations under this Agreement and the default is not cured within ten (10) days following the receipt of such notice, this Agreement may be terminated by the party giving notice. Cure shall include absolute cure where possible (such as in the case of a payment obligation) or, if absolute cure is not reasonably possible, then cure shall include ongoing diligent good faith efforts intended to lead to absolute cure.

(2) Termination Due to Change in Law. In the event that any law or regulation enacted, promulgated or amended after the date of this Agreement or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction after the date of this Agreement (collectively "Change in Law") materially affects or impacts upon the reasonable expectations of either party under this Agreement, renders any provision of this Agreement illegal or unenforceable, or materially affects the ability of either party to perform its obligations under this Agreement, then either party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. Both parties shall negotiate in good faith an amendment to this Agreement that preserves the original reasonable expectations of the parties to the extent possible in a manner consistent with the Change in Law. If no such Amendment is agreed upon within thirty (30) days of receipt of such notice, then Cambridge or Physician may terminate this Agreement upon an additional thirty (30) days written notice.

(3) Termination Without Cause. Commencing upon the expiration of the Initial Term, either party may terminate this Agreement without cause upon thirty (30) days prior written notice.

Attachment # 1

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(4) Termination Upon Notice. This Agreement may be terminated at any time for cause, which shall include, but not be limited to, Physician's death, disability and/or inability to substantially perform his duties under this Agreement for thirty (30) days, or material breach of any of the provisions of this Agreement. Periods of disability for purposes of this Section shall be counted as successive if Physician has not returned to work for at least ten (10) consecutive days between each such period of disability. Physician acknowledges that Cambridge also shall be entitled to terminate this Agreement immediately if any of the following events occur:

(a) The withdrawal, suspension, revocation or limitation of Physician's license to practice medicine in the State of Florida or any other jurisdiction;

(b) Physician's refusal to actively participate in the Palm Beach County Medical Directors Association;

(c) Sanctions are imposed against Physician for significant professional misconduct by any certifying board having jurisdiction;

(d) Physician's conviction by any court having jurisdiction of any felony or of any misdemeanor crime or moral turpitude; or

(e) Physician's ineligibility for medical malpractice insurance coverage.

(5) Effects of Termination. Upon termination of this Agreement, neither party shall have any further obligations hereunder, except for (i) obligations accruing prior to the date of termination; and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term(s) or termination of this Agreement.

Section 8. Privacy of Information.

(a) Without limiting the generality of any other provision contained in this Agreement, Physician covenants and agrees to comply in all respects with the Health Insurance Portability and Accountability Act ("HIPAA") and any corresponding Florida state statute, and any regulations promulgated now or in the future thereunder, and to amend this Agreement as may be required to comply with HIPAA or any corresponding Florida state statute, and all other federal and state laws governing patient privacy.

Section 9. Miscellaneous.

(a) Entire Agreement. This Agreement supersedes all previous agreements between the parties relating to the subject matter of this Agreement and constitutes the entire understanding between the parties relating to the subject matter of this Agreement, and no amendments or variation thereto shall be valid unless evidenced by a writing signed by both parties.

(b) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of laws provisions thereof.

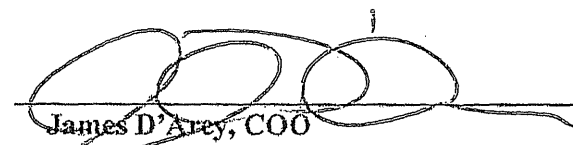
(c) Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such enforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

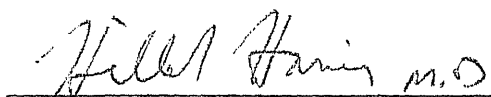
Attachment # 1

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

FOR CAMBRIDGE SECURITY SERVICES, INC.

By:  5.23.18
James D'Arcy, COO

By: 
Hillel Harris, M.D.

14141607v1

Attachment # 1

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1:3
650/656
HARRIS, HILLEL Z MD
52 HARBOUR DR NORTH
OCEAN RIDGE, FL 33435-0000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FH0496542	10-31-2019	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	10-24-2016
HARRIS, HILLEL Z MD JFK MEDICAL CENTER DEPARTMENT OF EMERGENCY MEDICINE 5301 S. CONGRESS AVE. ATLANTIS, FL 33462-3343		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FH0496542	10-31-2019	\$731

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	10-24-2016

HARRIS, HILLEL Z MD JFK MEDICAL CENTER DEPARTMENT OF EMERGENCY MEDICINE 5301 S. CONGRESS AVE. ATLANTIS, FL 33462-3343

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Hillel Z. Harris, M.D.

Office address: 303 E. Woolbright Rd #252 Boynton Bch, FL 33435
(754-)600-9235 hillelharrismd@gmail.com

PEAK T PERFORMANCE, Inc.

Chief of Medical Services and Partner

Preventative medicine, lifestyle modification, hormone optimization practice;

- Parkland, FL 5/18-present

MD SPORTS, Inc.

Attending Physician, sports medicine, athletic therapy, exercise physiology;

- Boca Raton, FL 10/17-present

Emergency Medicine

Attending Emergency Physician, Associate Professor/ Clinical Instructor of University of Miami School of Medicine;

- JFK Medical Center 9/09- present
- Atlantis, FL

Description: JFK ER is the highest volume urban/suburban emergency department in Palm Beach County with 90,000 annual patient visits. Duties include serving local population and visitors to the West Palm Bch, FL area; include both a mix of medical/ surgical/ trauma patients, serving both adults and pediatrics in the same center. I supervise both the main department and the fast-track lower acuity areas. I supervise mid-level providers (PA/NP), emergency medicine residents, internal medicine residents, surgical residents, podiatric residents, and PA students. Departmental committee positions include:

- Committee rep. Patient Satisfaction 9/16- present

-Committee rep. Cardiac Care	9/13- 8/14
-Committee rep. Pediatrics	9/11- 8/13

Attending Emergency Physician	3/09- 11/09
--------------------------------------	-------------

- North Broward Med Center
- Deerfield Bch, FL

Attending Emergency Physician	7/08- 2/09
--------------------------------------	------------

- Wellington Regional Med Center
- Wellington, FL

Education

Residency in Emergency Medicine

Wayne St. Univ/Detroit Medical Center	7/05- 6/08
Detroit, MI	

Ross Univ School of Medicine	5/01-11/04
Dominica, West Indies	

Tufts University Undergraduate	9/92- 5/96
B.A. Biology and Judaic Studies	

Professional Licenses and Memberships

Fellow, American College of Emergency Medicine	10/11- present
Diplomate, American Board of Emergency Medicine	12/09- present
American College of Sports Medicine	9/17- present

Attachment # 1

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FL Medical Association	9/17- present
FL Board of Med	7/08- present
DEA License	7/08- present
ACLS, BLS	6/05- present
Advanced Trauma Life Support	6/05- present
Pediatric Advanced Life Support	6/05- present

Recent Publications

Green Discharge in Pre-pubertal Female, EM Case Reports; EM Pulse Volume 23 Issue 4, 1/17

Is it another case of Acidosis, or not?, EM Case Reports; EM Pulse Volume 23 Issue 3, 9/16

Just another Tylenol overdose? ,EM Case Reports; Michigan College of Emerg Physicians 1/08

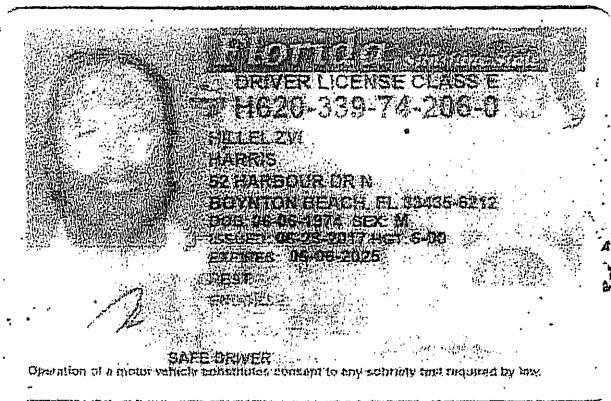
Awards and Achievements

Wayne St. Univ Research Grant Dept of Emergency Med	7/06
High Honors, Ross Univ School of Med	11/04
NCAA Collegiate Athlete, tennis	9/92-5/96
Dean’s List, Tufts University	1/93

Interests

Current USTA Adult Tennis National Ranked Player Top 50

Yoga Instructor



THE CITY OF NEW YORK - DEPARTMENT OF HEALTH
BUREAU OF VITAL RECORDS
CERTIFICATE OF BIRTH REGISTRATION

CERTIFICATE OF BIRTH

DATE FILED
JUN 11 10 04 AM '74

Birth No. 156-74-206575

FULL NAME OF CHILD		First Name	Middle Name	Last Name
		Hillel	Zvi	Harris
SEX	1a. NUMBER OF CHILDREN born of this pregnancy	1b. DATE OF CHILD'S BIRTH	1c. HOUR	1d. MIN
Male	one	June 6, 1974	48	9
PLACE OF BIRTH	c. Name of Hospital, street address			
BRONX	ALBERT EINSTEIN COLLEGE OF MEDICINE			
2a. MOTHER'S FULL MAIDEN NAME		2b. MOTHER'S AGE at time of this birth	2c. MOTHER'S BIRTHPLACE, City and State, If not U.S.A., Country	
Helaine Toby Lazar		21	Brooklyn, N.Y.	
MOTHER'S RESIDENCE	a. State	b. County	c. City, town or location	d. Street and house number
NY	Bronx	New York	Yes	1935 Eastchester Road
3a. FATHER'S FULL NAME		3b. FATHER'S AGE at time of this birth	3c. FATHER'S BIRTHPLACE, City and State, If not U.S.A., Country	
Steven Mark Harris		21	Portchester, N.Y.	

I hereby certify that this child was born alive at the hour and on the date stated above, and that all the facts stated in this certificate and report of birth are true to the best of my knowledge, information and belief.

Date of Report June 10, 1974

Given name added from a supplemental report	(Date of)
	Borough Registrar

(Signed) *Samuel Oberlander* M.D.

Name of Signer Dr. Samuel Oberlander (Type or Print)

Address 1825 Eastchester Rd., Bronx, NY

BUREAU OF VITAL RECORDS

DEPARTMENT OF HEALTH

THE CITY OF NEW YORK

Print here the mailing address of mother. Copy of this certificate will be mailed to her when it is filed with the Department of Health.

Name Mr. & Mrs. Steven Harris
Address 1935 Eastchester Rd Apt 4G
City Bronx State NY Zip Code 10461

ABOVE IS AN EXACT COPY OF A CERTIFICATE OF BIRTH REGISTERED FOR YOUR CHILD. IT IS SENT WITHOUT CHARGE IF THE CERTIFICATE CONTAINS ANY ERRORS. RETURN THIS COPY WITH THE CORRECT INFORMATION TO THE BUREAU OF VITAL RECORDS, 125 NORTH STREET, NEW YORK, N.Y. 10013. YOU WILL BE ADVISED HOW TO HAVE THE RECORD CORRECTED. IT IS IMPORTANT TO DO THIS AT ONCE.

WARNING: DO NOT ACCEPT THIS TRANSCRIPT UNLESS THE RAISED SEAL OF THE DEPARTMENT OF HEALTH IS AFFIXED THEREON. THE REPRODUCTION OR ALTERATION OF THIS TRANSCRIPT IS PROHIBITED BY SECTION 3.21 OF THE NEW YORK CITY HEALTH CODE.

NOTICE: In issuing this transcript of the record, the Department of Health of the City of New York does not certify to the truth of the statements made thereon, as no inquiry as to the facts has been provided by law.

Abraham D. Beame
MAYOR

Lowell E. Billin, M.D.
COMMISSIONER OF HEALTH

Max Marcus
CITY REGISTRAR

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This Diploma makes known that

Ross University

On the Nomination of the faculty of the School of
Medicine has admitted

Hillel Nvi Harris

to the degree of
Doctor of Medicine

and has herewith conferred all the Honors, Rights and Privileges
to that degree appertaining.

Given this 30th day of November in the year two thousand
four.

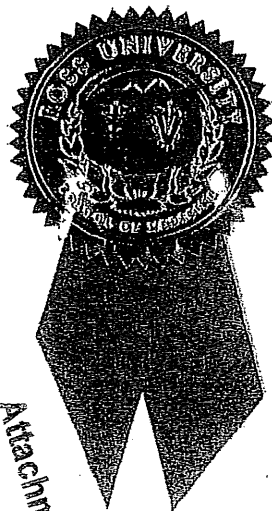
In Witness Whereof the Seal of the University and the
Signatures of the Chairman of the Board and President
thereof are hereunto affixed.

HIGH HONORS

Dennis Keller

Chairman of the Board of Directors

A. Scott Charles
Executive Dean



Wayne State University School of Medicine
The Detroit Medical Center

This is to certify that

Hillel Zvi Harris, M.D.

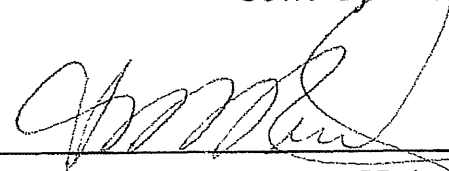
Has satisfactorily performed as a

Resident in Emergency Medicine

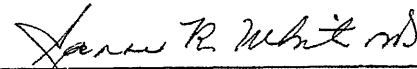
from July 1, 2005 through June 30, 2008

In witness whereof we have hereunto subscribed our names and affixed the
seal of Wayne State University this 1st day of July, 2008

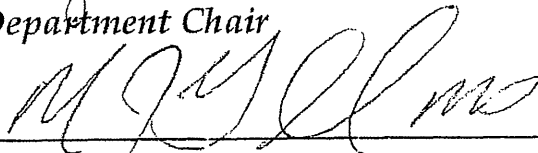
Attachment # 1
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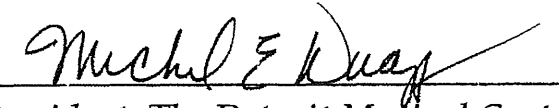
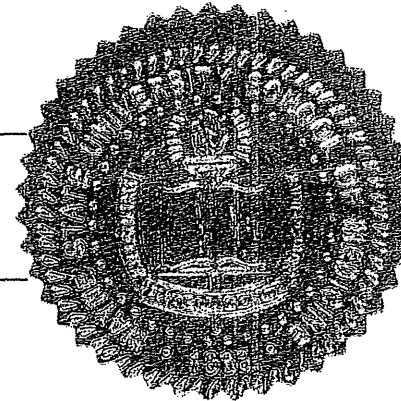
President, Wayne State University



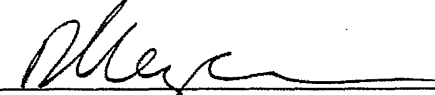
Department Chair



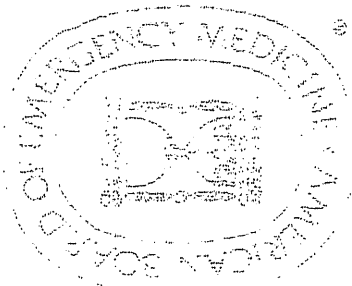
Program Director



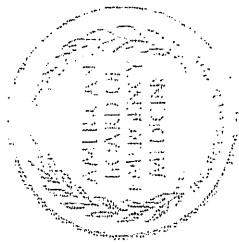
President, The Detroit Medical Center



Dean, School of Medicine



American Board of
Emergency Medicine



American Board of Emergency Medicine

Established for the Certification of Emergency Physicians Hereby
Declares that

WILLIE Z. HARRIS, M.D.

Has Successfully Fulfilled the Certification Requirements and is
Declared a Diplomate of the American Board of Emergency Medicine

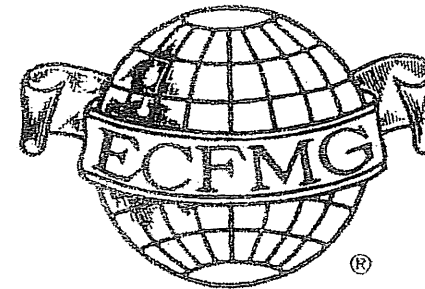
December 4, 2009 - December 31, 2019

President *Debra P. Brown, MD*

Secretary *Robert W. Nelson, MD*

Certification Number 42376

EDUCATIONAL COMMISSION FOR FOREIGN MEDICAL GRADUATES



CERTIFIES THAT

HILLEL ZVI HARRIS

HAS SATISFIED ALL THE REQUIREMENTS OF THE COMMISSION,

SUCCESSFULLY PASSED ITS EXAMINATIONS AND HAS BEEN AWARDED THIS CERTIFICATE.

Attachment # 1
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CERTIFICATE NUMBER	0-645-247-8
MEDICAL SCIENCE	
USMLE STEP 1	DECEMBER 30, 2002
USMLE STEP 2 CK	MAY 27, 2004
CLINICAL SKILLS	
USMLE STEP 2 CS	SEPTEMBER 9, 2004

Joel A. Denton MD
CHAIR, BOARD OF TRUSTEES

James A. Hulsby MD
PRESIDENT, CHIEF EXECUTIVE OFFICER

DATE ISSUED APRIL 18, 2005

Hillel Zvi Harris, MD

Category	Active
Status	Current
Original Appt	10/29/2009
Present To	8/31/2018
Gender	M
Department	Medicine
Specialties	Emergency Medicine

ADDRESS

Primary Address

Emergency Physician Solutions of South Florida LLC
1613 North Harrison Parkway
Suite 200
Sunrise, FL 33323

PRIVILEGES

Emergency Medicine 112514

Moderate Sedation/Analgesia

A drug-induced depression of consciousness during which patients respond purposefully to verbal commands, either alone or accompanied by light tactile stimulation. No interventions are required to maintain an airway, and spontaneous ventilation is adequate. Cardiovascular function is usually maintained. NOTE: Administration of Moderate Sedation/Analgesia is to be in accordance with hospital policy.

<< collapse

Approved | 9/1/2016 - 8/31/2018 | Granted On: 10/29/2009

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* Privileges to assess, evaluate, diagnose, and provide initial treatment to patients of all age groups-except as specifically excluded from practice - who present in the emergency department with any symptom, illness, injury, or condition; to provide services necessary to ameliorate minor illnesses or injuries and stabilize patients with major illnesses or injuries; and to assess all patients to determine whether additional care is necessary. Privileges include cardioversion, defibrillation, intubation, and cricothyrotomy. Privileges do not include long-term care of patients on an inpatient basis, or admitting or performing scheduled elective procedures, with the exception of procedures performed during routine emergency room follow-up visits.

- Abscess incision and drainage, including Bartholin cyst
- Anoscopy
- Application of splints and plaster molds
- Arterial puncture and cannulations
- Arthrocentesis
- Bladder decompression and catheterization techniques
- Blood component transfusion therapy
- Burn management, including escharotomy
- Cardiac pacing to include, but not limited to, external, transthoracic, tranvenous
- Cardioversion (synchronizd counter shock)
- Central Venous Line Insertion
- Cricothyrotomy, in extremis
- Defibrillation
- Delivery of newborn, emergency
- Dislocation reduction techniques
- Electrocardiography interpretation
- Endotracheal intubation techniques
- GI decontamination (emesis, lavage, charcoal)
- Hernia reduction
- Immobilization techniques
- Intraosseous infusion
- Laryngoscopy, direct, indirect
- Lumbar puncture, diagnostic
- Management of epistaxis
- Nail trephine techniques
- Nasogastric/orogastric intubaton
- Newborn and pediatric resuscitation
- Ocular tonometry
- Paracentesis
- Pericardiocentesis, emergency only
- Peripheral venous cutdown
- Peritoneal lavage
- Preliminary interpretation of plain films
- Removal of foreign bodies, airway including nose, eye, ear, soft instrumentation/irrigation, skin, or subcutaneous tissue
- Repair of lacerations
- Slit lamp used for ocular exam
- Thoracentesis
- Thoracostomy tube insertion
- Thoracotomy, open for patients in extremis
- Use of manual and mechanical ventilators and resuscitators
- Use of mechanical ventilation devices
- Wound debridement
- Emergency Department patient triage procedures are, at all times, under the direction or supervision of the regularly scheduled physician(s) with Emergency Medicine Core Privileges.

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Approved | 9/1/2016 - 8/31/2018 | Granted On: 10/29/2009

Trained and experienced practitioner with equal to or greater than 5 cases per application, or 20 total scans, who is newly requesting ultrasound privileges

<< collapse

Approved | 12/20/2017 - 8/31/2018 | Granted On: 12/20/2017

DIAGNOSTIC FAST
INDICATIONS - including but not limited to: Detection of fluid in peritoneal, pericardial, or pleural space or evaluation for pneumothorax

<< collapse

Approved | 12/20/2017 - 8/31/2018 | Granted On: 12/20/2017

DIAGNOSTIC CARDIAC
INDICATIONS - including but not limited to: Detection of pericardial fluid and/or cardiac wall motion

<< collapse

Approved | 12/20/2017 - 8/31/2018 | Granted On: 12/20/2017

DIAGNOSTIC BILIARY
INDICATIONS - including but not limited to: Presence of biliary stones and/or pericholecystic fluid or gallbladder wall thickening

<< collapse

Approved | 12/20/2017 - 8/31/2018 | Granted On: 12/20/2017

DIAGNOSTIC AORTA
INDICATIONS - including but not limited to: Identification of aortic aneurysm or dissection

<< collapse

Approved | 12/20/2017 - 8/31/2018 | Granted On: 12/20/2017

DIAGNOSTIC SOFT TISSUE
INDICATIONS - including but not limited to: abscess identification, evaluation of soft tissue mass

<< collapse

Approved | 12/20/2017 - 8/31/2018 | Granted On: 12/20/2017

DIAGNOSTIC OPHTHALMOLOGY
INDICATIONS - including but not limited to: retinal detachment identification

<< collapse

Approved | 12/20/2017 - 8/31/2018 | Granted On: 12/20/2017

PROCEDURAL VASCULAR ACCESS / PROCEDURAL GUIDANCE
INDICATIONS - including but not limited to: Ultrasound guided procedures, including but not limited to central and peripheral venous line placement, subcutaneous foreign body removal

<< collapse

Approved | 12/20/2017 - 8/31/2018 | Granted On: 12/20/2017

OTHER ADDRESSES

Credentialing Address
Sheridan Healthcare
7700 West Sunrise Blvd
Plantation, FL 33322

Sequence Of Call 1

Sequence Of Call 2

Attn: Palm Beach County Emergency Management

Re: Dr. Hillel Z. Harris, MD

Medical Director, Cambridge Security Services

May 22, 2018

Cambridge Security Services has adopted the minimum standard, pre-hospital treatment and transport protocols as approved by the Palm Beach EMS Council. As the medical director, all pre-hospital evaluation and treatment protocols will be subject to the local EMS standards currently in place. Additionally, all systems-wide transport protocols will be followed, with a clear understanding of the trauma transport systems.

Currently, I am an attending emergency medicine physician at JFK Medical Center, in West Palm Beach, where I have been practicing since 2009.

I am looking forward to working together.

Sincerely,

Hillel Z. Harris, MD, FACEP

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CAMBRIDGE SECURITY SERVICES GROUP
COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

Attachment # 1

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CAMBRIDGE SECURITY SERVICES GROUP
COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

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CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

Goldstein, Karlewicz & Goldstein, LLP

CHESTNUT RIDGE, NY NEWBURGH, NY

Attachment # 1

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

The Board of Directors
Cambridge Security Services Group
5100 N. Federal Highway, Suite 405
Fort Lauderdale, Florida 33308

We have reviewed the accompanying combined financial statements of Cambridge Security Services Corp. – New York, Cambridge Security Services Corp. – New Jersey, Cambridge Security Services Corp. – Florida, Cambridge Security Services Corp. – Nevada and Cambridge Security Services Corp. – Pennsylvania (together “Cambridge Security Services Group” or “Company”) (S-Corporations), which comprise the combined balance sheets as of December 31, 2016 and 2015, and the related combined statements of operations, and shareholders’ equity, and cash flows for the years then ended, and the related notes to the combined financial statements. A review includes primarily applying analytical procedures to management’s financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement whether due to fraud or error.

Accountants’ Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the combined financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants’ Conclusion

Based on our reviews, except for the issue noted in the Known Departure from Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Known Departure from Accounting Principles Generally Accepted in the United States of America

As more fully described in Note 8 to the combined financial statements, the Company has not applied certain provisions of Accounting Standards Codification (“ASC”) Topic 810, Subtopic 10. Management has chosen to combine instead of consolidate the accounts of the affiliates with those of Cambridge Security Services Corp - NY. The ASC requires that the financial statements present a consolidation of the accounts of these affiliates, which the Company has determined are variable interest entities and in which the Company holds a variable interest and is the primary beneficiary. The effects of this departure from accounting principles generally accepted in the United States of America on financial position, results of operations and cash flows have not been determined.

- 1 -

777 Chestnut Ridge Road | Suite 301 | Chestnut Ridge, New York 10977 | TEL 845.356.6100 | FAX 845.356.2560
254 Route 17K | Suite 202 | Newburgh, New York 12550 | TEL 845.567.3600 | FAX 845.762.1620

EMAIL accountants@gkgcpa.com | www.gkgcpa.com



CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

CHESTNUT RIDGE, NY NEWBURGH, NY

Goldstein, Karlewicz & Goldstein, LLP

Supplementary Information

The accompanying supplementary information contained on page 16 is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. Such information is the responsibility of management and was derived from, and related directly to, the underlying accounting and other records used to prepare the combined financial statements. The supplementary information has been subjected to the review procedures applied in our reviews of the basic combined financial statements. Except for the issue noted in the Known Departure from Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

GKG CPAs

Certified Public Accountants

Chestnut Ridge, New York
August 10, 2017

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CAMBRIDGE SECURITY SERVICES GROUP
COMBINED BALANCE SHEETS
AS OF DECEMBER 31, 2016 AND 2015

ASSETS

	<u>2016</u>	<u>2015</u>
<u>Current Assets:</u>		
Cash and Cash Equivalents	\$ 431,757	\$ 438,229
Accounts Receivable - Net of Allowance for Doubtful Accounts in the Amounts of \$119,000 and \$113,553, respectively	5,407,937	6,484,684
Prepaid Expenses and Other Current Assets	120,859	244,170
Due From Officers	103,052	100,861
Due From Affiliates	<u>1,313,967</u>	<u>663,505</u>
Total Current Assets	<u>7,377,572</u>	<u>7,931,449</u>
<u>Property and Equipment:</u>		
Furniture and Fixtures	839,285	797,455
Leasehold Improvements	97,854	97,854
Transportation Equipment	<u>255,286</u>	<u>147,485</u>
Total	1,192,425	1,042,794
Less: Accumulated Depreciation and Amortization	<u>936,233</u>	<u>884,281</u>
Property and Equipment - Net	<u>256,192</u>	<u>158,513</u>
<u>Other Assets:</u>		
Security Deposits	4,714	2,954
Customer Account Acquisition Cost	247,000	247,000
Goodwill	<u>103,500</u>	<u>103,500</u>
Total Other Assets	<u>355,214</u>	<u>353,454</u>
Total Assets	<u>\$ 7,988,978</u>	<u>\$ 8,443,416</u>

See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

CAMBRIDGE SECURITY SERVICES GROUP
COMBINED BALANCE SHEETS (CONTINUED)
AS OF DECEMBER 31, 2016 AND 2015

LIABILITIES AND SHAREHOLDERS' EQUITY

	<u>2016</u>	<u>2015</u>
<u>Current Liabilities:</u>		
Bank Line of Credit	\$ 2,769,790	\$ 2,943,583
Current Portion of Notes Payable	30,440	17,622
Accounts Payable and Accrued Expenses (Includes \$504,591 and \$257,331, respectively, related to combined variable interest entities) (A)	2,559,467	2,135,726
Due To Affiliates	<u>13,355</u>	<u>-</u>
Total Current Liabilities	<u>5,373,052</u>	<u>5,096,931</u>
<u>Other Liabilities:</u>		
Notes Payable - Net of Current Portion	89,115	20,467
Deferred Rent Expense	<u>168,688</u>	<u>154,489</u>
Total Other Liabilities	<u>257,803</u>	<u>174,956</u>
Total Liabilities	<u>5,630,855</u>	<u>5,271,887</u>
<u>Shareholders' Equity:</u>		
Common Stock	1,400	1,400
Retained Earnings	<u>2,356,723</u>	<u>3,170,129</u>
Total Shareholders' Equity	<u>2,358,123</u>	<u>3,171,529</u>
Total Liabilities and and Shareholders' Equity	<u>\$ 7,988,978</u>	<u>\$ 8,443,416</u>

Attachment # 1

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(A) Creditors of these liabilities do not have recourse to Cambridge Security Services Corp. —
New York's general credit.

See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

CAMBRIDGE SECURITY SERVICES GROUP
COMBINED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	<u>2016</u>	<u>PERCENT OF REVENUE</u>	<u>2015</u>	<u>PERCENT OF REVENUE</u>
Revenue	\$ 30,353,136	100.0 %	\$ 28,131,144	100.0 %
Direct Expenses	<u>25,110,108</u>	<u>82.7</u>	<u>23,353,654</u>	<u>83.1</u>
Gross Profit	5,243,028	17.3	4,777,490	16.9
Selling, General and Administrative Expenses	<u>5,967,700</u>	<u>19.6</u>	<u>5,150,158</u>	<u>18.2</u>
Loss From Operations	<u>(724,672)</u>	<u>(2.3)</u>	<u>(372,668)</u>	<u>(1.3)</u>
Other Expense:				
Interest Expense	(58,240)	(0.2)	(66,510)	(0.2)
Loss on Disposition of Property and Equipment	<u>-</u>	<u>-</u>	<u>(2,004)</u>	<u>-</u>
Total Other Expense	<u>(58,240)</u>	<u>(0.2)</u>	<u>(68,514)</u>	<u>(0.2)</u>
Loss Before Provision for State Income Taxes	(782,912)	(2.5)	(441,182)	(1.5)
Provision for State Income Taxes	<u>7,994</u>	<u>-</u>	<u>11,251</u>	<u>-</u>
Net Loss	<u>\$ (790,906)</u>	<u>(2.5) %</u>	<u>\$ (452,433)</u>	<u>(1.5) %</u>

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See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

CAMBRIDGE SECURITY SERVICES GROUP
COMBINED STATEMENTS OF SHAREHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	<u>COMMON STOCK</u>	<u>RETAINED EARNINGS</u>
Balance - January 1, 2015	\$ 1,400	\$ 3,665,062
Net Loss	-	(452,433)
Distribution to Shareholders	<u>-</u>	<u>(42,500)</u>
Balance - December 31, 2015	1,400	3,170,129
Net Loss	-	(790,906)
Distribution to Shareholders	<u>-</u>	<u>(22,500)</u>
Balance - December 31, 2016	<u>\$ 1,400</u>	<u>\$ 2,356,723</u>

Attachment # 1
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See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

CAMBRIDGE SECURITY SERVICES GROUP
COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
<u>Cash Flows From Operating Activities:</u>		
Net Loss	\$ (790,906)	\$ (452,433)
Adjustments to Reconcile Net Loss to Net		
Cash Flows Provided by (Used for)		
Operating Activities:		
Bad Debt Provision	34,577	180,043
Depreciation and Amortization of Property and Equipment	51,952	48,729
Loss on Disposition of Property and Equipment	-	2,004
Deferred Rent Expense	14,199	19,014
Changes in Operating Assets and Liabilities:		
Accounts Receivable	1,042,170	(653,817)
Prepaid Expenses and Other Current Assets	123,311	(211,794)
Security Deposits	(1,760)	(1,696)
Accounts Payable and Accrued Expenses	<u>423,741</u>	<u>359,854</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>897,284</u>	<u>(710,096)</u>
<u>Cash Flows From Investing Activities:</u>		
Due From Officers	(2,191)	233
Due From Affiliates - Net	(650,462)	(192,061)
Purchases of Property and Equipment	<u>(48,831)</u>	<u>(3,000)</u>
Net Cash Flows Used for Investing Activities	<u>(701,484)</u>	<u>(194,828)</u>
<u>Cash Flows From Financing Activities:</u>		
Bank Line of Credit - Net	(173,793)	1,200,000
Principal Payments on Notes Payable	(19,334)	(9,931)
Distribution to Shareholder	(22,500)	(42,500)
Due to Affiliates - Net	<u>13,355</u>	<u>-</u>
Net Cash Flows Provided by (Used for) Financing Activities	<u>(202,272)</u>	<u>1,147,569</u>

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See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

CAMBRIDGE SECURITY SERVICES GROUP
COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(6,472)	242,645
Cash and Cash Equivalents - Beginning of Year	<u>438,229</u>	<u>195,584</u>
Cash and Cash Equivalents - End of Year	<u>\$ 431,757</u>	<u>\$ 438,229</u>
<u>Supplemental Disclosures of Cash Flow</u>		
<u>Information:</u>		
Cash Paid During the Year for:		
Interest	\$ 58,240	\$ 66,510
State Income Taxes	\$ 7,994	\$ 11,251
<u>Supplemental Disclosure of Noncash</u>		
<u>Investing and Financing Activities:</u>		
Acquisition of Equipment Financed With		
Notes Payable	\$ 100,800	\$ 22,317

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See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2016 AND 2015

Note 1 - Nature of Business and Summary of Significant Accounting Policies:

Nature of Business - Cambridge Security Services Group (the "Company") is comprised of five operating entities: Cambridge Security Services Corp. - New York ("NY"), Cambridge Security Services Corp. - New Jersey ("NJ"), Cambridge Security Services Corporation - Florida ("FL"), Cambridge Security Services Corporation - Nevada ("NV") and Cambridge Security Services Corporation - Pennsylvania ("PA"). Each is engaged primarily in providing security guards and other security services for commercial and residential properties.

Principles of Combination - Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 810, Subtopic 10 requires certain variable interest entities ("VIEs") to be consolidated by the primary beneficiary of the entity if the equity investors in the entity do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties.

Management analyzes the Company's variable interests by both qualitative and quantitative reviews. Qualitative analysis is based on an evaluation of the design of the entity, its organizational structure including decision making ability and financial agreements. Quantitative analysis is based on the entity's forecasted cash flows and the likelihood it will need financial support.

The combined financial statements include the accounts of NY and the four VIEs mentioned above (NJ, FL, NV and PA), of which NY has been deemed their primary beneficiary because it acts as manager of their operations and has the power to direct activities of the entities that most significantly impact their performance. NY also has exposure to the losses of the entities. All transactions and balances between NY and the VIEs have been eliminated upon combination. See Note 8 for further information.

Revenue Recognition - The Company recognizes revenue when services are rendered to customers.

Cash Equivalents - The Company considers money market funds to be cash equivalents.

Accounting Estimates - The preparation of combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable - Accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Accounts receivable is recorded net of an allowance for expected losses. The allowance is estimated from historical performance and projections of trends.

Property and Equipment - Property and equipment is stated at cost. Additions, renewals and improvements of property and equipment, unless of relatively minor amounts, are capitalized. Expenditures for maintenance and repairs are expensed as incurred. The cost of property and equipment retired or sold, together with the related accumulated depreciation or amortization, is removed from the appropriate accounts, and the resulting gain or loss is included in the combined statement of operations.

Depreciation and amortization of property and equipment is computed using various methods over the estimated useful lives of the related assets.

Attachment # 1

CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2016 AND 2015

Note 1 - Nature of Business and Summary of Significant Accounting Policies (Continued):

Promotion and Advertising Costs - Promotion and advertising costs are charged to operations when incurred. Promotion and advertising costs for the years ended December 31, 2016 and 2015 amounted to \$252,195 and \$235,650, respectively.

Goodwill and Customer Account Acquisition Cost - Goodwill represents the excess of cost over fair value of net assets acquired in a transaction that occurred in March 2008. In October 2008, the Company purchased a customer account.

In accordance with FASB ASC Topic 350, Subtopic 20, the Company evaluates both goodwill and the customer account acquisition cost on an annual basis for potential impairment. Management has estimated that there is no impairment to either asset for the years ended December 31, 2016 or 2015.

Deferred Rent Expense - The Newark, NJ office space lease includes scheduled base rent increases over the term of the lease. The total amount of rent being charged to operations each year is based on the straight-line method of all payments for base rent due over the term of the lease. The Company has recorded a deferred rent liability to account for the difference between the actual payments and the straight-line expense, which will reverse in future years when actual payments exceed the straight-line expense.

Income Taxes - The Companies have elected to file their Federal and State income tax returns as S-Corporations and, as such, are generally not required to pay income taxes except for minimum State taxes. Income from the companies is includible by the shareholders on their individual income tax returns.

Accounting for Uncertainty in Income Taxes - Management has evaluated the tax positions taken on returns for open years and those expected to be taken on returns for the year ended December 31, 2016. It is management's belief that there are no material tax positions that are unlikely to be sustained upon examination by tax authorities. Accordingly, no liability for uncertain tax positions has been reflected in these financial statements.

Presentation of Certain Taxes - The Company collects various taxes from customers and remits these amounts to applicable taxing authorities. The Company's accounting policy is to exclude these taxes from revenue and direct expenses.

Subsequent Events - The Company evaluates events and transactions occurring subsequent to the date of the combined financial statements for matters requiring recognition or disclosure. The accompanying combined financial statements consider events through August 10, 2017, the date the combined financial statements were available to be issued

Reclassifications - Certain reclassifications have been made to the December 31, 2015 combined financial statements in order for them to conform to the December 31, 2016 presentation.

Note 2 - Related Party Transactions:

Due from Officers - The Company periodically makes advances to and receives advances from the officers. These advances are unsecured, do not bear interest and are due on demand.

Due to/from Affiliates - The Company made advances to and received advances from entities owned in part by one of the Company's shareholders. The advances are unsecured, do not bear interest and are due on demand.

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CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2016 AND 2015

Note 3 - Bank Line of Credit:

The Company has a \$3,000,000 revolving line of credit with a bank. Borrowings under this line are in the form of a demand note bearing interest payable at the higher of 5.25% or the prime rate as published in The Wall Street Journal plus 1.75%. The interest rate at December 31, 2016 was 5.50% as of December 31, 2016. Borrowings under the line cannot exceed 80% of eligible accounts receivable, are collateralized by substantially all of the assets of the Company, and are personally guaranteed by the principal shareholder. The demand note and revolving line of credit both expire on August 30, 2017. The note requires that the Company maintain certain financial conditions and an operating account at this bank with a minimum balance of \$50,000.

Note 4 - Notes Payable:

Notes payable as of December 31, 2016 and 2015 consist of the following:

	<u>2016</u>	<u>2015</u>
Notes payable - finance companies - payable in aggregate monthly installments of \$2,705, including interest at a range of 0.00% to 6.39% expiring 2018 - 2022. The notes are collateralized by the related transportation equipment.		
Total	\$ 119,555	\$ 38,089
Less: Current Portion	<u>30,440</u>	<u>17,622</u>
Long-term Portion	<u>\$ 89,115</u>	<u>\$ 20,467</u>

Maturities of the notes are as follows:

Year Ending <u>December 31,</u>	
2017	\$ 30,440
2018	27,634
2019	19,274
2020	19,517
2021	18,933
2022	<u>3,757</u>
Total	<u>\$ 119,555</u>

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CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2016 AND 2015

Note 5 - Stock:

Common stock as of both December 31, 2016 and 2015 consists of the following:

Cambridge Security Services Corp. - New York	
Common Stock - No Par Value; 500 Shares Authorized, 472 Shares Issued and 200 Shares Outstanding	\$ 1,000
 New Jersey	
Common Stock - No Par Value; 1,000 Share Authorized, 100 Shares Issued and Outstanding	100
 Cambridge Security Services Corp. - Florida	
Common Stock - No Par Value; 100 Shares Authorized, Issued and Outstanding	100
 Cambridge Security Services Corp. - Nevada	
Common Stock - No Par Value; 100 Shares Authorized, Issued and Outstanding	100
 Cambridge Security Services Corp. - Pennsylvania	
Common Stock - No Par Value; 100 Shares Authorized, Issued and Outstanding	100
 Total	<u>\$ 1,400</u>

Note 6 - Commitments and Contingencies:

Operating Leases - The Company entered into a ten-year lease agreement for office space located in Manhattan, New York commencing in April 2012. This lease requires monthly payments of \$8,500, escalating to \$11,083 in year ten, plus a pro rata share of real estate tax escalations and various other expenses, as applicable. This lease also requires the personal guarantee of the Company's majority owner.

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CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2016 AND 2015

Note 6 - Commitments and Contingencies (Continued):

Operating Leases (Continued) - The Company entered into a ten-year lease agreement for office space located in Newark, New Jersey commencing in April 2012, with a five-year renewal option. This lease requires monthly payments of \$19,133, escalating to \$25,981 in year ten, plus a pro rata share of real estate tax escalations and various other expenses, as applicable. In conjunction with this lease, the landlord requires a letter of credit in the amount of \$114,800 as of December 31, 2015, decreasing to \$51,022 in 2020. In association with this letter of credit, the bank requires an operating account at this bank with a minimum balance of \$57,400.

The Company entered into a five-year lease agreement for office space located in Fort Lauderdale, Florida commencing February 2014. This lease requires monthly payments of \$4,697, escalating annually to \$5,286 in year five, plus a pro-rata share of building operating costs over a base amount.

The Company entered into a two year and one month lease agreement for office space located in North Palm Beach, Florida commencing January 1, 2016. This lease requires monthly payments of \$1,696, escalating by 3% in the second year, plus electricity, gas, telephone and various other expenses, as applicable. Additionally, commencing on the anniversary date of the lease, the Company shall pay the lessor 5% of the increase, if any, of real estate taxes.

The Company entered into a one year lease agreement for office space located in Philadelphia, Pennsylvania on April 1, 2016. The lease requires monthly payments of \$600. The Company renewed this lease for an additional year on April 1, 2017 at a monthly payment of \$675.

The Company entered into a one year lease agreement for office space located in Bonita Springs, Florida commencing August 1, 2016. This lease requires monthly payments of \$880. The Company renewed this lease for an additional year at a monthly payment of \$900.

Lease expense for all long-term office space, equipment and vehicle leases for the years ended December 31, 2016 and 2015, including leases expiring during the years, were \$541,766 and \$514,883, respectively.

The Company is currently renting office space located in Toms River, New Jersey on a month-to-month basis. Under this arrangement, total rent expense for the years ended December 31, 2016 and 2015 was \$12,167 and \$11,825, respectively.

The Company is currently renting office space located in Miami, Florida on a month-to-month basis. Total rent expense for each of the years ended December 31, 2016 and 2015 was \$6,875 and \$7,500, respectively.

The Company rented office space located in Naples, Florida on a month-to-month basis until September 2016. Total rent expense for each of the years ended December 31, 2016 and 2015 was \$2,738 and \$0, respectively.

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CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2016 AND 2015

Note 6 - Commitments and Contingencies (Continued):

Operating Leases (Continued) - Future minimum lease payments under non-cancellable leases are as follows:

Year Ending December 31,	
2017	\$ 542,042
2018	503,345
2019	432,766
2020	434,995
2021	444,116
2022 & Thereafter	<u>215,995</u>
 Total	 <u>\$ 2,573,259</u>

Union Contracts - The Company has entered into contracts with various local chapters of the National Union of Security Officers and Guards. These contracts apply to a limited number of sites. The majority of sites where the Company provides security services are nonunion. These unions provide for various hourly increases for union employees over the life of the contracts, among other provisions. The contracts have expired, and the Company has a verbal agreement with the Union in which all terms and conditions remain the same as the previously expired contracts until a new union contract has been ratified.

Litigation - The Company is a defendant in various legal proceedings arising in the normal course of its business. Subsequent to December 31, 2016, two cases have been fully adjudicated and settlement costs in connection with these legal proceedings totaled \$64,225. One case has not been fully adjudicated as of August 10, 2017 and it is estimated that the maximum settlement cost will be no more than \$25,000. The amount accrued as of December 31, 2016 in connection with settling these cases is \$85,000.

Note 7 - Concentrations of Credit Risk:

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and trade accounts receivable.

Cash and Cash Equivalents - The Company places its cash and cash equivalents with financial institutions. At times, such investments may be in excess of Federally insured limits. As of December 31, 2016, there were no balances in excess of this limit. The Company has not experienced any losses related to these balances.

Accounts Receivable - Concentrations of credit risk with respect to trade accounts receivable are limited due to the large number of customers comprising the Company's customer base, and their dispersion across many different industries and geographies. The Company routinely assesses the financial strength of its customers and, as a consequence, believes that its trade accounts receivable credit risk exposure is limited. Generally, the Company does not require collateral or other security to support customer receivables.

Note 8 - Variable Interest Entities:

The Company has determined that all affiliates included in these combined financial statements ("NJ", "FL", "NV" and "PA") are variable interest entities with NY as the primary beneficiary. However, the Company has chosen not to comply with the consolidation provision of the FASB ASC and, instead, has chosen to present combined financial statements because management believes it is a more relevant presentation of the financial results of the Company.

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CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2016 AND 2015

Note 8 - Variable Interest Entities (Continued):

As of December 31, 2016 and 2015, the combined financial statements include the following assets and liabilities of the VIEs, net of any amounts due to NY:

	<u>2016</u>			
	<u>NJ</u>	<u>FL</u>	<u>NV</u>	<u>PA</u>
Current Assets	\$ 657,718	\$ 915,009	\$ 14,259	\$ 46,791
Property and Equipment - Net	62,352	186,792	-	-
Other Assets	103,500	4,714	-	-
Current Liabilities	192,585	339,314	1,662	1,470
Other Liabilities	168,688	89,115	-	-

	<u>2015</u>			
	<u>NJ</u>	<u>FL</u>	<u>NV</u>	<u>PA</u>
Current Assets	\$ 753,479	\$ 359,475	\$ 14,002	\$ 1,024
Property and Equipment - Net	86,037	60,102	-	-
Other Assets	103,500	2,954	-	38,195
Current Liabilities	195,876	72,301	-	125
Other Liabilities	154,489	20,201	-	-

As of December 31, 2016, NY was advanced \$1,104,512 from NJ and \$87,174 from NV, and provided advances of \$1,796,437 to FL and \$53,519 to PA. As of December 31, 2016 NJ provided advances of \$155,026 to FL, \$200 to NV and \$2,500 to PA. As of December 31, 2016, NV was advanced \$84,000 from FL, \$2,000 from PA. As of December 31, 2015, NY was advanced \$1,060,882 from NJ and \$2,814 from NV and provided advances of \$2,139,951 to FL and \$39,205 to PA. As of December 31, 2015, NJ provided advances of \$164,727 to FL, \$200 to NV and \$2,500 to PA. These cash advances were given for working capital.

Creditors of the VIEs do not have recourse to NY's general credit. See Note 1 for additional information.

Note 9 - Major Vendors:

Purchases from the Company's largest vendor for the year ended December 31, 2016 was \$1,117,000. Outstanding accounts payable to this vendor as of December 31, 2016 was \$280,800.

No other vendor accounted for more than 10% of purchases for the year ended December 31, 2016.

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CAMBRIDGE SECURITY SERVICES GROUP
SCHEDULES SUPPORTING COMBINED STATEMENTS OF OPERATIONS
DECEMBER 31, 2016 AND 2015

	<u>2016</u>		<u>2015</u>	
<u>Direct Expenses:</u>				
Salaries:				
Guards	\$ 14,903,519	49.1 %	\$ 14,356,669	51.0 %
Managers and Supervisors	725,937	2.4	673,730	2.4
Payroll Taxes	1,705,818	5.6	1,783,632	6.3
Other Taxes	32,277	0.1	31,207	0.1
Employee Benefits	464,412	1.5	584,097	2.1
Insurance	975,774	3.2	973,246	3.5
Automobile	80,449	0.3	101,874	0.4
Telephone and Radio	15,670	0.1	16,684	0.1
Uniforms	948,977	3.1	842,144	3.0
Site and Job Expenses	217,312	0.7	145,042	0.5
Consultants	<u>5,039,963</u>	<u>16.6</u>	<u>3,845,329</u>	<u>13.7</u>
Total Direct Expenses	<u>\$ 25,110,108</u>	<u>82.7 %</u>	<u>\$ 23,353,654</u>	<u>83.1 %</u>
<u>Selling, General and Administrative</u>				
<u>Expenses:</u>				
Salaries:				
Officers	\$ 930,023	3.1 %	\$ 941,957	3.3 %
Administrative	1,024,686	3.4	749,915	2.7
Sales	331,318	1.1	193,945	0.7
Payroll Taxes	210,525	0.7	169,291	0.6
Other Taxes	2,171	-	1,127	-
Employee Benefits	134,205	0.4	129,506	0.5
Payroll Processing	122,638	0.4	88,713	0.3
Promotion and Advertising	252,195	0.8	235,650	0.8
Commissions	320,404	1.1	348,774	1.2
Insurance	257,202	0.8	256,596	0.9
Office Supplies and Expense	361,735	1.2	330,524	1.2
Travel	108,416	0.4	44,217	0.2
Automobile	317,220	1.0	205,546	0.7
Meals and Entertainment	74,113	0.2	82,964	0.3
Telephone and Radio	87,389	0.3	81,261	0.3
Computer and Internet	26,192	0.1	-	-
Consultants	-	-	5,000	-
Professional Fees	669,756	2.2	520,352	1.8
Rent and Real Estate Taxes	481,493	1.6	474,210	1.7
Utilities	30,556	0.1	34,033	0.1
Repairs and Maintenance	10,241	-	6,278	-
Bank and Credit Card Fees	43,693	0.1	21,527	0.1
Bad Debt Provision	34,577	0.1	180,043	0.6
Depreciation and Amortization of				
Property and Equipment	51,952	0.2	48,729	0.2
Litigation Contingency	<u>85,000</u>	<u>0.3</u>	<u>-</u>	<u>-</u>
Total Selling, General and Administrative Expenses	<u>\$ 5,967,700</u>	<u>19.6 %</u>	<u>\$ 5,150,158</u>	<u>18.2 %</u>

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See Independent Accountants' Review Report.

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CAMBRIDGE SECURITY SERVICES GROUP

COMBINED FINANCIAL STATEMENTS

DECEMBER 31, 2015 AND 2014

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CAMBRIDGE SECURITY SERVICES GROUP
COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

The Board of Directors
Cambridge Security Services Group
90 Mulberry Street
Newark, NJ 07102

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We have reviewed the accompanying combined financial statements of Cambridge Security Services Corp. – New York, Cambridge Security Services Corp. – New Jersey, Cambridge Security Services Corp. – Florida, and Cambridge Security Services Corp. – Nevada (together “Cambridge Security Services Group” or “Company”) (S-Corporations), which comprise the combined balance sheets as of December 31, 2015 and 2014, and the related combined statements of operations, and shareholders’ equity, and cash flows for the years then ended, and the related notes to the combined financial statements. A review includes primarily applying analytical procedures to management’s financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement whether due to fraud or error.

Accountants’ Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the combined financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants’ Conclusion

Based on our reviews, except for the issue noted in the Known Departure from Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Known Departure from Accounting Principles Generally Accepted in the United States of America

As more fully described in Note 8 to the combined financial statements, the Company has not applied certain provisions of Accounting Standards Codification (“ASC”) Topic 810, Subtopic 10. Management has chosen to combine instead of consolidate the accounts of the affiliates with those of Cambridge Security Services Corp - NY. The ASC requires that the financial statements present a consolidation of the accounts of these affiliates, which the Company has determined are variable interest entities and in which the Company holds a variable interest and is the primary beneficiary. The effects of this departure from accounting principles generally accepted in the United States of America on financial position, results of operations and cash flows have not been determined.



CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

Goldstein, Karlewicz & Goldstein, LLP

CHESTNUT RIDGE, NY NEWBURGH, NY

Supplementary Information

The supplementary information contained on page 15 is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. The information is the representation of management. We have reviewed the information and, based on our reviews, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

GKG CPAs

Certified Public Accountants

Chestnut Ridge, New York
July 26, 2016

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CAMBRIDGE SECURITY SERVICES GROUP
COMBINED BALANCE SHEETS
AS OF DECEMBER 31, 2015 AND 2014

ASSETS

	<u>2015</u>	<u>2014</u>
<u>Current Assets:</u>		
Cash and Cash Equivalents	\$ 438,229	\$ 195,584
Accounts Receivable - Net of Allowance for Doubtful Accounts in the Amounts of \$113,553 and \$108,855, respectively	6,486,224	6,012,450
Prepaid Expenses and Other Current Assets	244,170	32,376
Due From Officers	100,861	101,094
Due From Affiliates	<u>663,505</u>	<u>471,444</u>
Total Current Assets	<u>7,932,989</u>	<u>6,812,948</u>
<u>Property and Equipment:</u>		
Furniture and Fixtures	797,455	800,793
Leasehold Improvements	97,854	97,854
Transportation Equipment	<u>147,485</u>	<u>122,168</u>
Total	1,042,794	1,020,815
Less: Accumulated Depreciation and Amortization	<u>884,281</u>	<u>836,886</u>
Property and Equipment - Net	<u>158,513</u>	<u>183,929</u>
<u>Other Assets:</u>		
Security Deposits	2,954	1,258
Customer Account Acquisition Cost	247,000	247,000
Goodwill	<u>103,500</u>	<u>103,500</u>
Total Other Assets	<u>353,454</u>	<u>351,758</u>
Total Assets	<u>\$ 8,444,956</u>	<u>\$ 7,348,635</u>

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See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

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CAMBRIDGE SECURITY SERVICES GROUP
COMBINED BALANCE SHEETS (CONTINUED)
AS OF DECEMBER 31, 2015 AND 2014

LIABILITIES AND SHAREHOLDERS' EQUITY

	<u>2015</u>	<u>2014</u>
<u>Current Liabilities:</u>		
Bank Line of Credit	\$ 2,943,583	\$ 1,743,583
Current Portion of Notes Payable	17,622	10,197
Accounts Payable and Accrued Expenses (Includes \$257,331 and \$239,760, respectively, related to combined variable interest entities) (A)	<u>2,135,726</u>	<u>1,775,872</u>
Total Current Liabilities	<u>5,096,931</u>	<u>3,529,652</u>
<u>Other Liabilities:</u>		
Notes Payable - Net of Current Portion	20,467	15,506
Deferred Rent Expense	<u>154,489</u>	<u>135,475</u>
Total Other Liabilities	<u>174,956</u>	<u>150,981</u>
Total Liabilities	<u>5,271,887</u>	<u>3,680,633</u>
<u>Shareholders' Equity:</u>		
Common Stock	1,300	1,300
Retained Earnings	<u>3,171,769</u>	<u>3,666,702</u>
Total Shareholders' Equity	<u>3,173,069</u>	<u>3,668,002</u>
Total Liabilities and and Shareholders' Equity	<u>\$ 8,444,956</u>	<u>\$ 7,348,635</u>

Attachment # 1

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(A) Creditors of these liabilities do not have recourse to Cambridge Security Services Corp. –
New York's general credit.

See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

CAMBRIDGE SECURITY SERVICES GROUP
COMBINED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Revenue	\$28,131,144	\$29,798,269
Direct Expenses	<u>23,353,654</u>	<u>24,513,274</u>
Gross Profit	4,777,490	5,284,995
Selling, General and Administrative Expenses	<u>5,150,158</u>	<u>4,785,135</u>
Income (Loss) From Operations	<u>(372,668)</u>	<u>499,860</u>
<u>Other Income (Expense):</u>		
Interest Income	-	8
Interest Expense	(66,510)	(45,408)
Loss on Disposition of Property and Equipment	<u>(2,004)</u>	<u>(3,456)</u>
Total Other Expense	<u>(68,514)</u>	<u>(48,856)</u>
Income (Loss) Before Provision for State Income Taxes	(441,182)	451,004
Provision for State Income Taxes	<u>11,251</u>	<u>11,611</u>
Net Income (Loss)	<u>\$ (452,433)</u>	<u>\$ 439,393</u>

Attachment # 1

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See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

CAMBRIDGE SECURITY SERVICES GROUP
COMBINED STATEMENTS OF SHAREHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	<u>COMMON STOCK</u>	<u>RETAINED EARNINGS</u>
Balance - January 1, 2014	\$ 1,300	\$ 3,227,309
Net Income	<u>-</u>	<u>439,393</u>
Balance - December 31, 2014	1,300	3,666,702
Net Loss	-	(452,433)
Distribution to Shareholder	<u>-</u>	<u>(42,500)</u>
Balance - December 31, 2015	<u>\$ 1,300</u>	<u>\$ 3,171,769</u>

Attachment # 1

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See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

CAMBRIDGE SECURITY SERVICES GROUP
COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<u>Cash Flows From Operating Activities:</u>		
Net Income (Loss)	\$ (452,433)	\$ 439,393
Adjustments to Reconcile Net Income (Loss) to Net		
<u>Cash Flows Used for Operating Activities:</u>		
Bad Debt Provision	180,043	21,756
Depreciation and Amortization of Property and Equipment	48,729	52,707
Loss on Disposition of Property and Equipment	2,004	3,456
Deferred Rent Expense	19,014	26,362
<u>Changes in Operating Assets and Liabilities:</u>		
Accounts Receivable	(653,817)	(466,181)
Prepaid Expenses and Other Current Assets	(211,794)	76,084
Security Deposits	(1,696)	-
Accounts Payable and Accrued Expenses	<u>359,854</u>	<u>(333,355)</u>
 Net Cash Flows Used for Operating Activities	 <u>(710,096)</u>	 <u>(179,778)</u>
 <u>Cash Flows From Investing Activities:</u>		
Due From Officers	233	(4,338)
Due From Affiliates	(192,061)	(40,977)
Purchases of Property and Equipment	<u>(3,000)</u>	<u>(36,719)</u>
 Net Cash Flows Used for Investing Activities	 <u>(194,828)</u>	 <u>(82,034)</u>
 <u>Cash Flows From Financing Activities:</u>		
Bank Line of Credit - Net	1,200,000	(137,000)
Principal Payments on Notes Payable	(9,931)	(10,144)
Distribution to Shareholder	<u>(42,500)</u>	<u>-</u>
 Net Cash Flows Provided by (Used for) Financing Activities	 <u>1,147,569</u>	 <u>(147,144)</u>

Attachment # 1

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See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

CAMBRIDGE SECURITY SERVICES GROUP
COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
Net Increase (Decrease) in Cash and Cash Equivalents	242,645	(408,956)
Cash and Cash Equivalents - Beginning of Year	<u>195,584</u>	<u>604,540</u>
Cash and Cash Equivalents - End of Year	<u>\$ 438,229</u>	<u>\$ 195,584</u>

Supplemental Disclosures of Cash Flow

Information:

Cash Paid During the Year for:

Interest	\$ 66,510	\$ 45,408
State Income Taxes	\$ 11,251	\$ 11,611

Supplemental Disclosure of Noncash

Investing and Financing Activities:

Acquisition of Equipment Financed With
Note Payable

\$ 22,317	\$ -
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Attachment # 1

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See Independent Accountants' Review Report and
Notes to Combined Financial Statements.

CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS
DECEMBER 31, 2015 AND 2014

Note 1 - Nature of Business and Summary of Significant Accounting Policies:

Nature of Business - Cambridge Security Services Group (the "Company") is comprised of four operating entities: Cambridge Security Services Corp. - New York ("NY"), Cambridge Security Services Corp. - New Jersey ("NJ"), Cambridge Security Services Corporation - Florida ("FL"), and Cambridge Security Services Corporation - Nevada ("NV"). Each is engaged primarily in providing security guards and other security services for commercial and residential properties.

Principles of Combination - Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 810, Subtopic 10 requires certain variable interest entities ("VIEs") to be consolidated by the primary beneficiary of the entity if the equity investors in the entity do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties.

Management analyzes the Company's variable interests by both qualitative and quantitative reviews. Qualitative analysis is based on an evaluation of the design of the entity, its organizational structure including decision making ability and financial agreements. Quantitative analysis is based on the entity's forecasted cash flows and the likelihood it will need financial support.

The combined financial statements include the accounts of NY and the three VIEs mentioned above (NJ, FL and NV), of which NY has been deemed their primary beneficiary because it acts as manager of their operations and has the power to direct activities of the entities that most significantly impact their performance. NY also has exposure to the losses of the entities. All transactions and balances between NY and the VIEs have been eliminated upon combination. See Note 8 for further information.

Revenue Recognition - The Company recognizes revenue when services are rendered to customers.

Cash Equivalents - The Company considers money market funds to be cash equivalents.

Accounting Estimates - The preparation of combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable - Accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Accounts receivable is recorded net of an allowance for expected losses. The allowance is estimated from historical performance and projections of trends.

Property and Equipment - Property and equipment is stated at cost. Additions, renewals and improvements of property and equipment, unless of relatively minor amounts, are capitalized. Expenditures for maintenance and repairs are expensed as incurred. The cost of property and equipment retired or sold, together with the related accumulated depreciation or amortization, is removed from the appropriate accounts, and the resulting gain or loss is included in the combined statement of operations.

Depreciation and amortization of property and equipment is computed using various methods over the estimated useful lives of the related assets.

Attachment # 1

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CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2015 AND 2014

Note 1 - Nature of Business and Summary of Significant Accounting Policies (Continued):

Promotion and Advertising Costs - Promotion and advertising costs are charged to operations when incurred. Promotion and advertising costs for the years ended December 31, 2015 and 2014 amounted to \$235,650 and \$133,523, respectively.

Goodwill and Customer Account Acquisition Cost - Goodwill represents the excess of cost over fair value of net assets acquired in a transaction that occurred in March 2008. In October 2008, the Company purchased a customer account.

In accordance with FASB ASC Topic 350, Subtopic 20, the Company evaluates both goodwill and the customer account acquisition cost on an annual basis for potential impairment. Goodwill and related accumulated impairment losses previously recorded amounted to \$154,000 and \$50,500, respectively, as of December 31, 2015 and 2014. Management has estimated that there has been no further impairment to either asset for the years ended December 31, 2015 or 2014.

Deferred Rent Expense - The Newark, NJ office space lease includes scheduled base rent increases over the term of the lease. The total amount of rent being charged to operations each year is based on the straight-line method of all payments for base rent due over the term of the lease. The Company has recorded a deferred rent liability to account for the difference between the actual payments and the straight-line expense, which will reverse in future years when actual payments exceed the straight-line expense.

Income Taxes - The Companies have elected to file their Federal and State income tax returns as S-Corporations and, as such, are generally not required to pay income taxes except for minimum State taxes. Income from the companies is includible by the shareholders on their individual income tax returns.

Accounting for Uncertainty in Income Taxes - Management has evaluated the tax positions taken on returns for open years and those expected to be taken on returns for the year ended December 31, 2015. It is management's belief that there are no material tax positions that are unlikely to be sustained upon examination by tax authorities. Accordingly, no liability for uncertain tax positions has been reflected in these financial statements.

Presentation of Certain Taxes - The Company collects various taxes from customers and remits these amounts to applicable taxing authorities. The Company's accounting policy is to exclude these taxes from revenue and direct expenses.

Subsequent Events - The Company evaluates events and transactions occurring subsequent to the date of the combined financial statements for matters requiring recognition or disclosure. The accompanying combined financial statements consider events through July 26, 2016, the date the combined financial statements were available to be issued

Reclassifications - Certain reclassifications have been made to the December 31, 2014 combined financial statements in order for them to conform to the December 31, 2015 presentation.

Note 2 - Related Party Transactions:

Due from Officers - The Company periodically makes advances to and receives advances from the officers. These advances are unsecured, do not bear interest and are due on demand.

Due from Affiliates - The Company made advances to entities owned in part by one of the Company's shareholders. The advances are unsecured, do not bear interest and are due on demand.

CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2015 AND 2014

Note 3 - Bank Line of Credit:

The Company has a \$3,000,000 revolving line of credit with a bank. Borrowings under this line are in the form of a demand note bearing interest at the prime rate as published in The Wall Street Journal plus 1%, which was 4.5% as of December 31, 2015. Borrowings under the line cannot exceed 80% of eligible accounts receivable, are collateralized by substantially all of the assets of the Company, and are personally guaranteed by the principal shareholder. The demand note and revolving line of credit both expire on July 31, 2016. The note requires that the Company maintain certain financial conditions and an operating account at this bank with a minimum balance of \$50,000.

Note 4 - Notes Payable:

Notes payable as of December 31, 2015 and 2014 consist of the following:

	<u>2015</u>	<u>2014</u>
Note payable - finance company - payable in monthly installments of \$577, including interest at 3.9%. The note matures in January 2017 and is collateralized by transportation equipment.	\$ 7,042	\$ 13,297
 Note payable - finance company - payable in monthly installments of \$362, including interest at 6.24%. The note matures in February 2018 and is collateralized by transportation equipment.	 8,730	 12,406
 Note payable - finance company - payable in monthly installments of \$685, including interest at 6.39%. The note matures in December 2018 and is collateralized by transportation equipment.	 <u>22,317</u>	 <u>-</u>
 Total	 38,089	 25,703
 Less: Current Portion	 <u>17,622</u>	 <u>10,197</u>
 Long-term Portion	 <u>\$ 20,467</u>	 <u>\$ 15,506</u>

Maturities of the notes are as follows:

Year Ending	
<u>December 31,</u>	
2016	\$ 17,622
2017	11,878
2018	<u>8,589</u>
 Total	 <u>\$ 38,089</u>

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CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2015 AND 2014

Note 5 - Stock:

Common stock as of both December 31, 2015 and 2014 consists of the following:

Cambridge Security Services Corp. -
New York

Common Stock - No Par Value;

500 Shares Authorized,

472 Shares Issued and

200 Shares Outstanding

\$ 1,000

Cambridge Security Services Corp. -
New Jersey

Common Stock - No Par Value;

1,000 Share Authorized,

100 Shares Issued and

Outstanding

100

Cambridge Security Services Corp. -
Florida

Common Stock - No Par Value;

100 Shares Authorized, Issued

and Outstanding

100

Cambridge Security Services Corp. -
Nevada

Common Stock - No Par Value;

100 Shares Authorized, Issued

and Outstanding

100

Total

\$ 1,300

Note 6 - Commitments and Contingencies:

Operating Leases - The Company entered into a ten-year lease agreement for office space located in Manhattan, New York commencing in April 2012. This lease requires monthly payments of \$8,500, escalating to \$11,083 in year ten, plus a pro rata share of real estate tax escalations and various other expenses, as applicable. This lease also requires the personal guarantee of the Company's majority owner.

The Company entered into a ten-year lease agreement for office space located in Newark, New Jersey commencing in April 2012, with a five-year renewal option. This lease requires monthly payments of \$19,133, escalating to \$25,981 in year ten, plus a pro rata share of real estate tax escalations and various other expenses, as applicable. In conjunction with this lease, the landlord requires a letter of credit in the amount of \$114,800 as of December 31, 2015, decreasing to \$51,022 in 2020. In association with this letter of credit, the bank requires an operating account at this bank with a minimum balance of \$57,400.

Attachment # 1

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CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2015 AND 2014

Note 6 - Commitments and Contingencies (Continued):

Operating Leases (Continued) - The Company entered into a five-year lease agreement for office space located in Fort Lauderdale, Florida commencing February 2014. This lease requires monthly payments of \$4,697, escalating annually to \$5,286 in year five, plus a pro-rata share of building operating costs over a base amount.

Lease expense for all long-term office space, equipment and vehicle leases for the years ended December 31, 2015 and 2014, including leases expiring during the years, were \$507,683 and \$447,460, respectively.

The Company is currently renting office space located in Toms River, New Jersey on a month-to-month basis. Under this arrangement, total rent expense for the years ended December 31, 2015 and 2014 was \$11,825 and \$9,000, respectively.

The Company is currently renting office space located in Miami, Florida on a month-to-month basis. Total rent expense for each of the years ended December 31, 2015 and 2014 was \$7,500

Future minimum lease payments under non-cancellable leases are as follows:

Year Ending December 31,	
2016	\$ 471,430
2017	483,618
2018	485,514
2019	426,535
2020	430,411
2021 & Thereafter	<u>655,371</u>
Total	<u>\$ 2,952,879</u>

Union Contracts - The Company has entered into contracts with various local chapters of the National Union of Security Officers and Guards. These contracts apply to a limited number of sites. The majority of sites where the Company provides security services are nonunion. These unions provide for various hourly increases for union employees over the life of the contracts, among other provisions. The contracts have expired, and the Company has a verbal agreement with the Union in which all terms and conditions remain the same as the previously expired contracts until December 2016, or a new union contract has been ratified.

Litigation - The Company is a defendant in various legal proceedings arising in the normal course of its business. Management currently estimates no losses related to these matters for the year ended December 31, 2015. It is at least reasonably possible that the estimates of these matters will change materially in the near-term.

Note 7 - Concentrations of Credit Risk:

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and trade accounts receivable.

Cash and Cash Equivalents - The Company places its cash and cash equivalents with financial institutions. At times, such investments may be in excess of Federally insured limits. As of December 31, 2015, there were no balances in excess of this limit. The Company has not experienced any losses related to these balances.

CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2015 AND 2014

Note 7 - Concentrations of Credit Risk (Continued):

Accounts Receivable - Concentrations of credit risk with respect to trade accounts receivable are limited due to the large number of customers comprising the Company's customer base, and their dispersion across many different industries and geographies. The Company routinely assesses the financial strength of its customers and, as a consequence, believes that its trade accounts receivable credit risk exposure is limited. Generally, the Company does not require collateral or other security to support customer receivables.

Note 8 - Variable Interest Entities:

The Company has determined that all affiliates included in these combined financial statements ("NJ", "FL", and "NV") are variable interest entities with NY as the primary beneficiary. However, the Company has chosen not to comply with the consolidation provision of the FASB ASC and, instead, has chosen to present combined financial statements because management believes it is a more relevant presentation of the financial results of the Company.

As of December 31, 2015 and 2014, the combined financial statements include the following assets and liabilities of the VIEs, net of any amounts due to NY:

	<u>2015</u>		
	<u>NJ</u>	<u>FL</u>	<u>NV</u>
Current Assets	\$ 753,479	\$ 359,475	\$ 14,002
Property and Equipment - Net	86,037	60,102	-
Other Assets	103,500	2,954	-
Current Liabilities	195,876	72,301	-
Other Liabilities	154,489	20,201	-

	<u>2014</u>		
	<u>NJ</u>	<u>FL</u>	<u>NV</u>
Current Assets	\$ 627,665	\$ 294,176	\$ -
Property and Equipment - Net	112,323	45,549	-
Other Assets	103,500	1,258	5,700
Current Liabilities	187,484	55,952	-
Other Liabilities	135,475	8,730	-

As of December 31, 2015, NY was advanced \$1,060,882 from NJ and \$2,814 from NV, and provided advances of \$2,139,951 to FL. As of December 31, 2015 NJ provided advances of \$164,727 to FL and \$200 to NV. As of December 31, 2014, NY was advanced \$1,097,862 from NJ and \$5,600 from NV, and provided advances of \$1,306,819 to FL. As of December 31, 2014, NJ provided advances of \$179,788 to FL. These cash advances were given for working capital.

Creditors of the VIEs do not have recourse to NY's general credit. See Note 1 for additional information.

Note 9 - Major Customers:

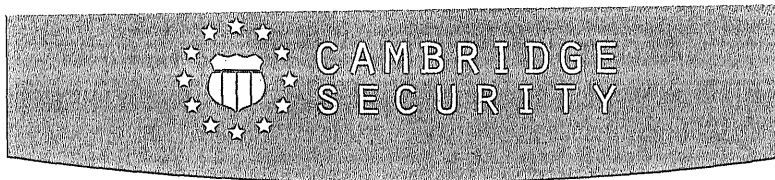
Revenue derived from the Company's largest customer for the years ended December 31, 2015 and 2014 was approximately \$3,214,000 and \$3,039,000, respectively. Outstanding accounts receivable from this customer as of December 31, 2015 and 2014 was \$187,597 and \$253,277, respectively.

No other customer accounted for more than 10% of revenue for the years ended December 31, 2015 or 2014.

CAMBRIDGE SECURITY SERVICES GROUP
SCHEDULES SUPPORTING COMBINED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<u>Direct Expenses:</u>		
Salaries:		
Guards	\$ 14,356,669	\$ 15,417,632
Managers and Supervisors	673,730	849,911
Payroll Taxes	1,783,632	2,067,345
Other Taxes	31,207	36,618
Employee Benefits	584,097	210,021
Insurance	973,246	727,558
Automobile	101,874	185,561
Telephone and Radio	16,684	20,257
Uniforms	842,144	956,957
Site and Job Expenses	145,042	220,021
Consultants	<u>3,845,329</u>	<u>3,821,393</u>
Total Direct Expenses	<u>\$ 23,353,654</u>	<u>\$ 24,513,274</u>
<u>Selling, General and Administrative Expenses:</u>		
Salaries:		
Officers	\$ 941,957	\$ 824,172
Administrative	749,915	739,481
Sales	193,945	164,619
Payroll Taxes	169,291	166,425
Other Taxes	1,127	1,020
Employee Benefits	129,506	105,655
Payroll Processing	88,713	90,888
Promotion and Advertising	235,650	133,523
Commissions	348,774	582,001
Insurance	256,596	195,175
Office Supplies and Expense	330,524	359,119
Travel	44,217	26,453
Automobile	205,546	191,643
Meals and Entertainment	82,964	79,714
Telephone and Radio	81,261	70,824
Consultants	5,000	15,521
Professional Fees	520,352	578,767
Rent and Real Estate Taxes	474,210	450,690
Utilities	34,033	37,902
Repairs and Maintenance	6,278	3,520
Bank and Credit Card Fees	21,527	28,560
Bad Debt Provision	180,043	21,756
Depreciation and Amortization of		
Property and Equipment	48,729	52,707
Litigation Recovery	<u>-</u>	<u>(135,000)</u>
Total Selling, General and Administrative Expenses	<u>\$ 5,150,158</u>	<u>\$ 4,785,135</u>

See Independent Accountants' Review Report.



Attachment 13 –

Section 3 Q12 –

Cambridge Security Services is applying to be a non-transport special secondary services provider contracted to communities, we do not charge fees.

CORPORATE OFFICE
5100 N Federal Hwy.
Fort Lauderdale, FL 33308
954.320.4407

**NORTHEAST REGIONAL
HEADQUARTERS & NATIONAL
COMMAND CENTER**
90 Mulberry St.
Newark, NJ 07102
866.645.1682

11890 SW 8th St.
Miami, FL 33184
305.227.7090

2900 14th St. North, Ste. 50
Naples, FL 34103
239.234.7513

860 US Hwy. 1, Ste. 210
North Palm Beach, FL 33408
561.939.9625

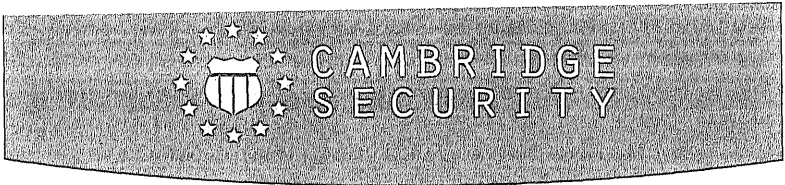
www.cambridgesecurityservices.com



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SERVICES NATIONWIDE WITH OFFICES IN:
Florida • Nevada • New Jersey • New York • Pennsylvania



Attachment 14 –

Section 3 Q13 –

Except for current COPCN Holders a summary history of applicant's Emergency Services performance record, which provides proof that at the time of application, the applicant has experience providing ALS or BLS Services. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.

Answer - N/A

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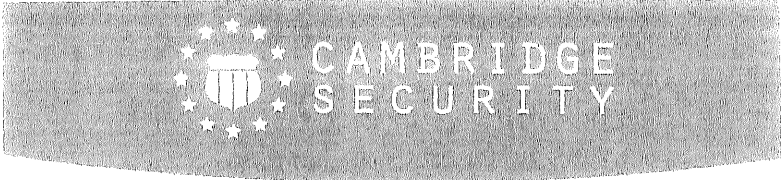
860 US Hwy. 1, Ste. 210
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561.939.9625

www.cambridgesecurityservices.com



Attachment # 1
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SERVICES NATIONWIDE WITH OFFICES IN:
Florida • Nevada • New Jersey • New York • Pennsylvania



Attachment 15

Section 3 Q14 –

Our supervisory employee at Admiral’s Cove POA is as follows:

Daniel R. Tilles
313 Lake Circle #116
North Palm Beach, FL 33408
(561) 596-7375
Tillesd@gmail.com

Professional Experience:

SEPT. 13, 1993 – TO PRESENT

CAPTAIN, TEQUESTA FIRE RESCUE

Served as a combat Firefighter/Paramedic for the past 25 years. Have been involved in the training & checking-off process of new employees. Promoted to the position of Rescue Lieutenant on March 17, 1999. Promoted to the position of Fire Captain on June 11, 2004. Held the position of EMS Coordinator (in charge of all Emergency Medical Services) from June 11, 2004 until October 1, 2015. Presently Captain in charge of “A” shift and Logistics Officer for the fire department.

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954.320.4407

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Naples, FL 34103
239.234.7513

860 US Hwy. 1, Ste. 210
North Palm Beach, FL 33408
561.939.9625

www.cambridgesecurityservices.com



DANIEL R. TILLES

313 Lake Circle #116
North Palm Beach, FL 33408
(561) 596-7375
tillesd@gmail.com

Goals & Objectives:

- *Continue providing the highest standard level of Emergency Medical Care & Security Services to the residents & employees Of Admirals Cove and other contracted communities.
- *Successfully manage & improve the paramedic program.

EXPERIENCE

SEPT. 13, 1993 – TO PRESENT

CAPTAIN, TEQUESTA FIRE RESCUE

Served as a combat Firefighter/Paramedic for the past 25 years. Have been involved in the training & checking-off process of new employees. Promoted to the position of Rescue Lieutenant on March 17, 1999. Promoted to the position of Fire Captain on June 11, 2004. Held the position of EMS Coordinator (in charge of all Emergency Medical Services) from June 11, 2004 until October 1, 2015. Presently Captain in charge of "A" shift and Logistics Officer for the fire department.

AUG. 10, 2009 – TO PRESENT

SECURITY OFFICER/PARAMEDIC MANAGER (PENDING COPCN APPROVAL)

Provided the highest standard level of Emergency Medical Care & Security Services to the residents & employees of Admirals Cove.

April 4, 1988-TO Sept. 13, 1993

Manager, Publix Supermarkets

Managed employees along with ordering, stocking, and inventory control of all grocery products. Maintained impeccable stores along with the best possible customer service.

Jan. 12, 1982-TO Jan. 12, 1988

Third Class Petty Officer, United States Coast Guard

Conducted numerous rescue missions, drug enforcement, & immigration control.

EDUCATION

DECEMBER 2003

Attachment # 1

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ASSOCIATE IN SCIENCE DEGREE-FIRE SCIENCE TECHNOLOGY, PALM BEACH STATE COLLEGE

MAY 1981
HIGH SCHOOL DIPLOMA, DEERFIELD BEACH HIGH SCHOOL

CERTIFICATIONS/LICENSES

- Valid Florida Driver’s License
- Valid Security “D” License
- Valid Security “G” License
- Current Concealed Weapons License
- Paramedic License
- State certified Firefighter
- State certified EMT
- State certified Company Officer
- State certified Fire Inspector
- State certified Fire Instructor
- State certified Hazardous Materials Technician
- State certified Driver/Pump Operator
- Rope Rescue I
- Rope Rescue II
- Confined Space Rescue I
- Dive Rescue I

Achievements/Citations

- * 2018 25 Year Service Award
- * 2017 Officer of the Year
- * 2015 Officer of the Year
- * 2014 Distinguished EMS Service Award
- * 2013 Paramedic of the Year
- * 1999 Call of the Year “High Angle Rescue” Commendation Medal

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ACCOMPLISHED PARAMEDIC

EMT Paramedic with 5 years experience, last 3 as a full time paramedic including 24 hour shifts. Experience with life-saving medical treatment and first-aid in a variety of environments. Multiple letters of commendation for assisting in high call volumes, VIP patient transports and volunteering to assist with medical standby during evacuation of FLL airport following the shooting. Professional who maintains as a safe a work environment as possible and cooperates well with others for best patient outcome.

EXPERIENCE

Security Officer / Paramedic (Awaiting COPCN approval) 2018 to Present

Cambridge Security, Jupiter, Florida

- Responds to all assigned calls in the most appropriate, safe and efficient manner to quickly assess the scene and request other help if needed.
- Completes appropriate medical records and transportation reports.
- Complies with safety standards to assure safety of self, medical personnel, patient, and equipment.

Paramedic 2012 to Present

American Medical Response, Lake Worth, Florida

- Functioned as a trained primary care provider in pre-hospital settings including Sebring Racetrack, Palm Meadows Horse Track, Wellington Polo Fields and FAU MMA fight event.
- Maintained positive working relationships with other emergency personnel such as nurses, doctors, patient families etc.
- Accurate documentation of provided services reducing liability, improving patient care and protecting employer
- Operated and maintained emergency vehicles in a safe and efficient manner while obeying all traffic laws

Paramedic 2016 to Present

Paradocs, Multiple locations, Florida

- Worked as part of a team including nurses and doctors to provide primary pre-hospital care during Okeechobee Music Festival (estimation of 36,000 attendees), as well as alone for a smaller club during a launch party in Miami.

EDUCATION

AA Degree; Palm Beach State College, Lake Worth, Fl; 2010 to 2014

Emergency Medical Technician Program

Paramedic Program

TECHNICAL SKILLS

MEDS4 electronic medical documentation program, MS Word, Palm Beach County Fire Rescue Medcom radio monitoring and usage, LifePak 12 and 15, Security License D & G

Joseph H. Crespi

2465 S. Brocks Smith Road Fort Pierce Pierce, FL 34945 Email: Thecrespifamily@comcast.net
Cell: (561) 329-4500

Education and Certifications

- ◆ May, 1989 – High School Diploma; Killian High School
- ◆ June, 1990 - Emergency Medical Technician; Miami State College
- ◆ January, 1991 – Emergency Vehicle Operator Course; Miami State College
- ◆ August, 1990 – Certified EMT
- ◆ August, 1990 - Firefighter Certification, Certificate # 57954
- ◆ July, 1992 - Certified Paramedic, Certificate # PMD12325
- ◆ November, 1998 - State Certified Fire Officer I
- ◆ August, 1999 - Hazardous Materials Technician
- ◆ October, 2001 - Basic Fire Instructor Certification
- ◆ October, 2004 - Fire Safety Inspector
- ◆ January, 2005 - Instructor I Bureau of Fire Standards and Training
- ◆ October, 2014 - High Angle Rope Rescue Operations
- ◆ January, 2015 - Dive Rescue Specialist I -Certification #1800 (August, 1988 - Open Water Diver Certification)
- ◆ January 2018- BLS, ACLS - Current
- ◆ Class D and Class G licensure's

Employment

- **Allied Universal- Paramedic Officer/Security**
June 2016- July 2018
Security officer at multiple sites rendering ALS services.
- **Palm Beach County Fire Rescue- Driver Operator/Paramedic**
October 1st, 2009 - Present Palm Beach County, FL
Responsible for providing fire suppression, hazardous materials mitigation and emergency medical (advanced life support) services. In addition, I assist in public education, annual inspections of businesses and ensure strict code compliance on newly constructed buildings are all up to code.
- **Lake Worth Fire Rescue- Driver Operator/Paramedic**
November 1st, 1992 - October 1st 2009 (*Merged with Palm Beach County)
Responsible for providing fire suppression, hazardous materials mitigation and emergency medical (advanced life support) services. In addition, I assisted in public education, annual inspections of businesses and ensure strict code compliance on newly constructed buildings are all up to code.
- **Crystal Palms Assisted Living Facility** 1710 4th Ave North Lake Worth, FL
November 1993 - January 1995
I worked as a Security/Paramedic employee providing seniors with safety and

security.

- **Sebring Fire Department- Firefighter/EMT**
February 27, 1991 - November 4th, 1992 Sebring, FL
Responsible for providing fire suppression, hazardous materials mitigation and emergency medical (advanced life support) services. In addition, I assisted in public education, annual inspections of businesses and ensure strict code compliance on newly constructed buildings are all up to code.
- **Randle Eastern Ambulance Service - EMT**
February 18, 1991 - November 19th, 1991 Miami, FL

Personal and Professional References for Joseph H Crespi

Mr. Robert Baldwin
Police Chief
City of Fort Pierce
(772) 971-5398

Mr. Michael Peper
Fire Captain
Palm Beach County Fire Department
(561) 719-2272

Mr. Edwin O'Berry
Fire Captain
Palm Beach County Fire Department
(561) 262-8660

Security Officer/Paramedic (awaiting COPCN approval)

Steve Ensinger Palm Beach Gardens Fire Rescue Nov. 1986-Nov. 2011

Education: Palm Beach State A.S. in Emergency Medical Services, A.S. in Fire Science and general A.A. transfer student to the University of Florida Rinker School, College of Design, Construction and Planning Fire and Emergency Services program.

Education Continued: Florida State Fire College Fire Officer One and Fire Officer Two, Fire Investigator One and the National Fire Academy Executive Fire Officer; International Association of Arson Investigators Fire Investigation Technician designation, until 2015.

Currently serving as Security Officer/Paramedic to Admiral's Cove since 2014

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Attachment 16

Section 3 Q15 –

Disclosure of litigation involving Patient care, for the past six (6) years which resulted in a judgement, award, or finding in favor of a Patient or the complaining party, including case number, nature of the claim and allegations, and a copy of final judgment or award. The Administrator may request additional information regarding the litigation.

Answer - N/A

CORPORATE OFFICE
5100 N Federal Hwy.
Fort Lauderdale, FL 33308
954.520.8407

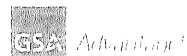
NORTHEAST REGIONAL
HEADQUARTERS & NATIONAL
COMMAND CENTER
90 Mulberry St.
Newark, NJ 07102
866.645.1682

11890 SW 8th St.
Miami, FL 33184
305.227.7090

2900 14th St. North, Ste. 50
Naples, FL 34103
239.234.7513

860 US Hwy. 1, Ste. 210
North Palm Beach, FL 33408
561.838.9625

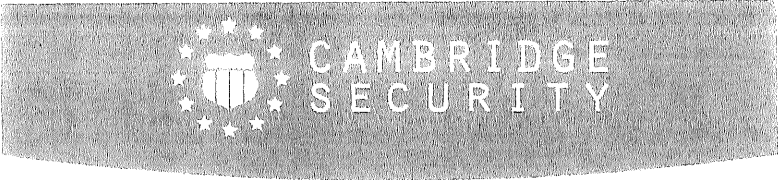
www.cambridgesecurityservices.com



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SERVICES NATIONWIDE WITH OFFICES IN:
Florida • Nevada • New Jersey • New York • Pennsylvania



Attachment 17

Section 3 Q16 –

Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN Holders need not provide vehicle and staff inspections performed by the Department (except deficiencies reports).

Answer - N/A

CORPORATE OFFICE
5100 N Federal Hwy.
Fort Lauderdale, FL 33308
954.526.4407

NORTHEAST REGIONAL
HEADQUARTERS & NATIONAL
COMMAND CENTER
90 Mulberry St.
Newark, NJ 07102
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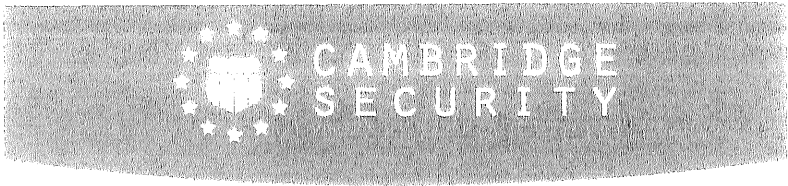
2900 14th St. North, Ste. 50
Naples, FL 34103
239.234.7515

860 US Hwy. 1, Ste. 210
North Palm Beach, FL 33408
561.959.9625

www.cambridgecommercial.com



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Attachment 18

Section 3 Q17

A formal Quality Assurance Program shall be implemented, under the direction of the Medical Director, pursuant to Florida Statute 401.265 and Florida Administrative Code 64J-1.

5100 N Federal Hwy.
Fort Lauderdale, FL 33308

90 Mulberry St.
Newark, NJ 07102

11890 SW 8th St.
Miami, FL 33184

2900 14th St. North, Ste. 50
Palm Beach, FL 33410

860 US Hwy. 1, Ste. 210
North Palm Beach, FL 33408

www.cambridgesecurity.com



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ULS License

Industrial/Business Pool, Conventional License - WQFL733 - ADMIRALS COVE MASTER POA

Call Sign	WQFL733	Radio Service	IG - Industrial/Business Pool, Conventional
Status	Active	Auth Type	Regular
Dates			
Grant	05/27/2016	Expiration	08/14/2026
Effective	05/27/2016	Cancellation	

Control Points

1 200 ADMIRALS COVE BLVD, PALM BEACH, JUPITER, FL
P: (561)746-7769

FRN	0015269202	Type	Corporation
Licensee			
ADMIRALS COVE MASTER POA		P:(561)746-7769	
200 ADMIRALS COVE BLVD			
JUPITER, FL 33477			
ATTN DIRECTOR			

Contact

CARA Enterprises Inc	P:(801)278-9728
Doug Thompson	F:(801)278-7239
PO Box 17503	E:cdfarm@prism.net
Salt Lake City, UT 84117-0503	

Extended Implementation (Slow Growth)	Assoc.Call Signs
---------------------------------------	------------------

Eligibility

90.35A1 - APPLICANT IS IN THE PROPERTY ASSOCIATION BUSINESS. RADIOS WILL BE USED TO COORDINATE ACTIVITIES.

Radio Service Type	Mobile
Regulatory Status	Private Comm Interconnected No

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

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Race

CAMBRIDGE SECURITY SERVICES CORP.
5100 N FEDERAL HIGHWAY #405
FORT LAUDERDALE, FL 33308
954-320-4407

Sterling National Bank
512 Seventh Avenue at 38th Street
New York, NY 10018
50-7044/2219

2440

7/13/2018

PAY TO THE ORDER OF PALM BEACH COUNTY BOARD OF COMMISSIONERS

\$ **500.00

Five Hundred and 00/100*****

DOLLARS

PALM BEACH COUNTY BOARD OF COMMISSION

Not Valid After 90 Days

MEMO

⑈002440⑈ ⑆221970443⑆ 3852541396⑈

CAMBRIDGE SECURITY SERVICES CORP.

2440

PALM BEACH COUNTY BOARD OF COMMISSIONERS

Date	Type	Reference	Original Amt.	Balance Due	7/13/2018 Discount	Payment
7/13/2018	Bill	LICENSE	500.00	500.00		500.00
Check Amount						500.00

STERLING OPERATI

500.00

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Certificate of Public Convenience and Necessity

Palm Beach County Emergency Medical Services

WHEREAS, there is a need for Cambridge Security Services Corporation to operate and provide essential emergency medical services to the citizens and visitors of Palm Beach County, Florida; and

WHEREAS, said agency has applied to provide these services; and

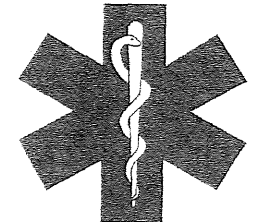
WHEREAS, said agency has indicated that it will comply with the requirements of Palm Beach County's Emergency Medical Services Ordinance (#2017-030) as amended, the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity with conditions to said emergency medical service provider, valid from issuance on December 4, 2018 and until the earlier of termination by the Board of County Commissioners or termination of the contractual agreement with The Club at Admirals Cove.

In issuing this Certificate, it is understood that the agency named hereon will meet the requirements of all pertinent county and state legislation and will provide emergency medical services on a twenty-four hour basis in the area(s) or zone(s) designated, providing the level of service endorsed as follows:



Area(s): The Club at Admirals Cove.

Service Endorsed: Special Secondary Service Provider – ALS Non – Transport



Sepraha
Director, Public Safety Department



Mayor, Board of County Commissioners

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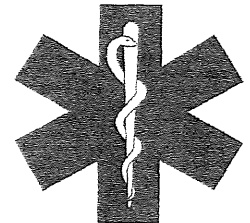
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Sejroha
Director, Public Safety Department



Mayor, Board of County Commissioners