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STATE OF FLORIDA



OFFICE OF COMMISSION CLERK
ANN COLE
COMMISSION CLERK
(850) 413-6770

Public Service Commission

January 31, 2008

Mr. Robert (Rob) P. Adrid
Senior Vice President
United Southern Bank
P. O. Box 1925
Eustis, FL 32327

RECEIVED-FPSC
08 JAN 31 PM 2:56
COMMISSION
CLERK

Re: Raintree Utilities, Inc. and Public Service Commission Money Market Account No. [REDACTED]

Dear Mr. Adrid::

Enclosed is the original executed Escrow Agreement, Corporate Authorization Resolution and Signature Card governing the above referenced account. I have signed these items as the Commission's designated agenda for such matters.

Please call if you require further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Ann Cole".

Ann Cole

AC:cp

Enclosures (2)

cc: Mr. Fred Brown - Raintree Utilities, Inc., w/o enclosures
Jean Hartman - Legal Staff, w/o enclosures

DOCUMENT NUMBER-DATE
00790 JAN 31 08
FPSC-COMMISSION CLERK

I:\DIR-Correspondence\Escrow Letter - 070627.doc

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made by and between United Southern Bank (the "Bank"), the Florida Public Service Commission ("FPSC") and Raintree Utilities, Inc., a Florida corporation, (the "Utility"), upon the following terms, conditions and considerations:

WITNESSETH:

WHEREAS, by Order No. PSC-07-0981-PCO-WU, issued December 10, 2007, the FPSC authorized the Utility to collect increased charges as temporary charges, and

WHEREAS, as a condition of such order, the Utility is required to provide cash security for those plant capacity charges collected subject to a refund, and

WHEREAS, the Bank has agreed to hold such funds in an interest bearing escrow account.

Now therefore, in consideration of Ten Dollars and the mutual covenant herein, the parties agree as follows:

1. The foregoing representations are true and correct.
2. The Utility and FPSC shall open a joint interest bearing escrow account. The amount of incremental temporary plant capacity charges collected subject to a refund shall be deposited by the Utility in the escrow account and in accordance with the requirements of the FPSC Order issued in Docket No. 070627-WU.
3. The balance in the escrow account shall bear interest at the Bank's prevailing money market rate which is currently 0.40% Annual Percentage Yield., which is a variable rate. Utility shall pay all fees required to maintain the escrow account.
4. In the event a refund is required, the Utility is authorized to withdraw funds from this account for the purpose of paying said refund with interest and undertaken in accordance with Rule 25-30.360, Florida Administrative Code.
5. The Utility shall provide to FPSC a report by the 20th day of each month indicating the monthly and total amount collected subject to refund.
6. The Director of the Office of Commission Clerk of the FPSC and the Utility shall be signatories to the Escrow Account. Signature cards executed by the Commission Clerk of the FPSC and the Utility shall designate the appropriate authorized signature for each. Except as otherwise provided herein, both signatures shall be required to withdraw funds from the account.

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7. The Bank shall forward regular monthly statements (including images of cancelled checks) to the Utility and shall mail a copy of the monthly statement to the FPSC, Attn: Ann Cole, 2540 Shumard Oak Blvd., Tallahassee, FL 32399-0850.
8. The balance of the funds remaining in the Escrow Account shall be disposed of in accordance with the FPSC's final order immediately after issuance and the account closed thereafter.
9. The Bank may, without reason, withdraw from this Agreement upon thirty (30) days written notice to the FPSC and to the Utility. If the Bank does not receive a disbursement order signed by both the FPSC and the Utility within such 30 days, the Bank shall deposit all funds with the Circuit Court of Lake County, Florida.
10. The Utility shall indemnify and hold the Bank harmless from any claim, demand or loss suffered by the Bank, and the cost thereof (including court costs and attorney fees for negotiation, trial and appeal).
11. This Escrow Account is established pursuant to FPSC Order No. PSC-07-0981-PCO-WU, issued December 10, 2007 Agenda Conference, for the benefit of the Utility's customers.
12. The information concerning the Escrow Account shall be available from the Bank to the FPSC and it's representative at all times.
13. This Escrow Account is established by the direction of the Florida Public Service Commission for the purpose(s) set forth in its order requiring such account. Pursuant to Cosentino v. Elson, 263 So. 2d 253 (Fla. 3rd DCA 1972), escrow accounts are not subject to garnishment.

THIS AGREEMENT shall become effective and binding upon all parties upon the date that it becomes executed by all parties.

Raintree Utilities, Inc.

By: _____

Keith Shamrock, President

Jan 10, 2008
Date

United Southern Bank

By: Robert P. Adrid
Robert P. Adrid, Senior Vice President

1-10-08
Date

Florida Public Service Commission

By: Ann Cole
Ann Cole, Commission Clerk
Division of the Commission Clerk and
Administrative Services

1-31-08
Date

CORPORATE AUTHORIZATION RESOLUTION

UNITED SOUTHERN BANK
 POST OFFICE DRAWER 29
 UMATILLA FL 32784

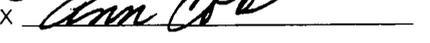
By: RAINTREE UTILITIES INC
 FLORIDA PUBLIC SERVICE COMMISSION
 7061641
 2100 LAKE EUSTIS DRIVE
 TAVARES FL 32778-2064

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, KEITH J SHAMROCK, ^{PRESIDENT}~~Secretary~~ of the above named corporation organized under the laws of STATE OF FLORIDA, Federal Employer I.D. Number 59-2882967, engaged in business under the trade name of RAINTREE UTILITIES, INC, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on January 10, 2008 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>KEITH SHAMROCK, PRESIDENT</u>	X  X	_____ X
B. <u>FRED BROWN, VICE PRESIDENT</u>	X  X	_____ X
C. <u>ANN COLE, COMMISSION CLERK OF FLORIDA PUBLIC SERVICE COMMISSION DIVISION OF THE COMMISSION CLERK AND ADMIN. SERVICES</u>	X  X	_____ X
_____	_____ X	_____ X
_____	_____ X	_____ X

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
<u>A, B, C</u>	(7) Other <u>EXERCISE ALL POWERS LISTED IN THE ESCROW AGREEMENT ATTACHED HEREIN.</u>	_____

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LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

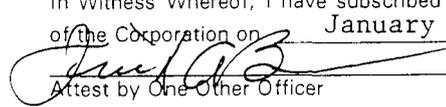
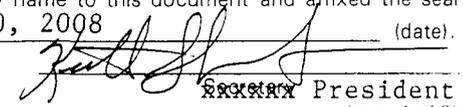
EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on January 10, 2008 (date).

 Attest by One Other Officer
 Secretary President

RESOLUTIONS

The Corporation named on this resolution resolves that.

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) This resolution is superseded by resolution dated _____.

Comments:

UNITED SOUTHERN BANK
 POST OFFICE DRAWER 29
 UMATILLA FL 32784

OWNERSHIP OF ACCOUNT - CONSUMER PURPOSE (Select one and initial):
 Single-Party Account Multiple-Party Account
 Multiple-Party Account - Tenancy by the Entireties
 Trust-Separate Agreement Dated: _____

RIGHTS AT DEATH (Select one and initial):
 Single-Party Account
 Single-Party Account With Pay-on-Death Designation (name beneficiaries below)
 Multiple-Party Account With Right of Survivorship
 Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation (name beneficiaries below)
 Multiple-Party Account Without Right of Survivorship

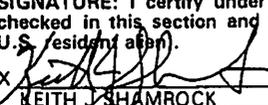
NAME OR NAMES OF BENEFICIARIES:

 5
 01/09/2008

OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE
 SOLE PROPRIETORSHIP PARTNERSHIP
 CORPORATION: FOR PROFIT NOT FOR PROFIT
 LIMITED LIABILITY COMPANY

 BUSINESS: _____
 COUNTY & STATE OF ORGANIZATION: LAKE, FL
 AUTHORIZATION DATED: _____

DATE OPENED 01/09/2008 BY JOY HARRIS
 INITIAL DEPOSIT \$ _____ CASH _____
 HOME TELEPHONE # _____
 BUSINESS PHONE # 352-343-3036
 E-MAIL _____
 EMPLOYER _____
 Name and address of someone who will always know your location: _____

BACKUP WITHHOLDING CERTIFICATIONS
 TIN: 59-2882987
 TAXPAYER I.D. NUMBER - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.
 BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
 EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.
 SIGNATURE: I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).
 X  Jan 10, 2008
 KEITH J SHAMROCK (Date)

ACCOUNT NUMBER **PORTFOLIO NUMBER**
 [REDACTED] [REDACTED]

ACCOUNT OWNER(S) NAME & ADDRESS
 RAINTREE UTILITIES INC
 FLORIDA PUBLIC SERVICE COMMISSION

 2100 LAKE EUSTIS DRIVE
 TAVARES FL 32778-2064

TYPE OF ACCOUNT
 NEW EXISTING
 CHECKING SAVINGS
 MONEY MARKET CERTIFICATE OF DEPOSIT
 NOW MONEY MARKET
 This is your (check one):
 Permanent Temporary account agreement.

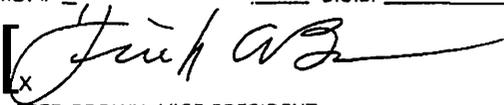
Number of signatures required for withdrawal _____
 FACSIMILE SIGNATURE(S) ALLOWED? YES NO

[X]

SIGNATURE(S) - The undersigned agree to the terms stated on every page of this form and acknowledge receipt of a completed copy. The undersigned further authorize the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following disclosure(s):
 Deposit Account Funds Availability Truth in Savings
 Electronic Fund Transfers Privacy Substitute Checks

REDACTED

(1) [X] 
 KEITH J SHAMROCK, PRESIDENT
 I.D. # _____ D.O.B. 03/14/1935

(2) [X] 
 FRED BROWN, VICE PRESIDENT
 I.D. # _____ D.O.B. 09/17/1943

(3) [X] 
 ANN COLE, COMMISSION CLERK OF FLORIDA PUBLIC SERVICE COMMISSION
 I.D. # SERVICE COMMISSION D.O.B. 5/1/52

(4) [X]
 I.D. # _____ D.O.B. _____

Convenience Account Agent (Single-Party Accounts Only)
 [X]

I.D. # DOCUMENT NUMBER - DATE

00790 JAN 31 8

YOUR DEPOSIT ACCOUNT TERMS AND CONDITIONS

AGREEMENT - These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words "we," "our," or "us" mean the financial institution and the words "you" or "your" mean the account holder(s). "Party" means a person who, by the terms of this account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent. This account may not be transferred or assigned without our written consent.

Much of our relationship with our deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

The purpose of this form is to:

- (1) summarize the rules applicable to the more common transactions;
- (2) establish rules to govern transactions or circumstances which the law does not regulate; and
- (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature card for the account or in some other written form.

LIABILITY - Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS - Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Subject to any other limitations, interest will be paid only on collected funds, unless otherwise provided by law. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

WITHDRAWALS - Unless otherwise clearly indicated on the account records, any one of you who signs this form including authorized signers, may withdraw or transfer all or any part of the account balance at any time on forms approved by us, regardless of the type of ownership chosen. Each of you (until we receive written notice to the contrary) authorizes each other person signing this form to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

OWNERSHIP OF ACCOUNT - You intend these rules to apply to this account depending on the form or ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Single-Party Account** - Such an account is owned by one party. **Multiple-Party Account** - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned. **Multiple-Party Account - Tenancy by the**

Entireties - The parties to the account are husband and wife and hold the account as tenants by the entirety. **Corporate, Partnership, and Other Organizational Accounts** - We will usually require a separate authorization form designating the person permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

RIGHTS AT DEATH - Single-Party Account - At death of the party, ownership passes as part of the party's estate. **Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate. **Multiple-Party Account With Right of Survivorship** - At death of a party, ownership passes to the surviving party or parties. **Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate. **Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

STOP-PAYMENTS - A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop-payment cut-off time. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop-payment are provided by law. A stop-payment order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

STATEMENTS - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, we may restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SET-OFF - You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on page 1 of this agreement, or that are filed separately with us, and contain the required number of signatures for this purpose.

CONVENIENCE ACCOUNT AGENT - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more other individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on your behalf. A convenience account agent has no ownership rights in the account. Only an owner may designate, substitute, or remove an agent.

RESTRICTIVE LEGENDS - We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by one of our officers. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000."