State of Florida



Aublic Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE:

July 23, 2015

TO:

Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk

FROM:

Todd M. Brown, Public Utilities Supervisor, Division of Accounting & Finance

RE:

Docket No. 140174-WU - Application for approval of transfer of Certificate No.117-W from Crestridge Utility Corporation to Crestridge Utilities, LLC, in

Pasco County.

Docket No. 140176-WU – Application for approval of transfer of Certificate No. 116-W from Holiday Gardens Utilities, Inc. to Holiday Gardens Utilities, LLC, in

Pasco County.

Please add the following documents, received via e-mail earlier today, to the above referenced docket files.

15 JUL 23 AM IO: 4

Todd Brown

Toda Brown							
From:	Martin S. Friedman <mfriedman@ff-attorneys.com></mfriedman@ff-attorneys.com>						
Sent:	Thursday, July 23, 2015 9:01 AM						
To:	Suzanne Brownless						
Cc:	Todd Brown; Amber Norris; Mike Smallridge						
	FW: Docket Nos. 140174-WU, 140176-WU - Crestridge and Harbor Gardens						
Subject: Attachments:	Informal document request documents.pdf						
Attachments:	Informal document request documents.pdf						
Suzanne,							
	ne responses below. Let me know if you have any questions or need anything else. To						
	tried to make at our meeting, Mr. Smallridge's financial ability to run these systems is clear						
	e has done so for almost a year and has improved the facilities.						
Regards, Ma	шту						
Managar C Price	MAN Ego						
MARTIN S. FRIED	MIAN, ESQ.						
Shareholder							
67-1	766 North Sun Drive						
e e e e e e e e e e e e e e e e e e e	Suite 4030						
	Lake Mary, FL 32746 T: 407.830.6331						
L I Tr	100040 F: 407.878.2178						
	160111011 C: 407.310.2077						
	mfriedman@ff-attorneys.com						
A	TTORNEYS AT LAW Facebook ff-attorneys.com						
Notice: This email message	e, and any attachments hereto, contains confidential information that is legally						
use or disseminate this emai	e intended recipient, you must not review, transmit, convert to hard copy, copy, il or any attachments to it. If you have received this email in error, please notify us						
immediately by return mail transmission, including any	or by telephone at (407) 830-6331 and delete the original and all copies of this						
transmission, including any	attachinens. Thank you.						
Erom Cuzanno Brown	nless [mailto:SBrownle@PSC.STATE.FL.US]						
Sent: Wednesday, Jul							
•	an < <u>mfriedman@ff-attorneys.com</u> >						
	own@PSC.STATE.FL.US>; Amber Norris <amnorris@psc.state.fl.us></amnorris@psc.state.fl.us>						
	140174-WU, 140176-WU - Crestridge and Harbor Gardens						
Subject: Docket Nos.	1401/4-WO, 1401/6-WO - Crestriage and Harbor Gardens						
Mantur This is the inf	formation that we need as discussed yesterday:						
	te customer bill for both utilities. Redacted Bills for each system is attached.						
1. Complet	ie customer biii for both utilities. Reudcteu biiis for each system is attached.						
2. Staff's Fi	ifth Data Request No. 21 – For each project listed please provide cost of improvements (actual or						
estimate	d), funding status, and date completed or estimated date of completion. As an example, for						
Holiday (Gardens, replacement of customer meters costs \$; funding is Iberian Bank loan dated						
	_; dated completed or will be completed on See attached (I						
	e that Est. Costs column did not line up well over the amounts).						
Actual cl	losing date for sale of utilities. Pick a date and explain what actions support that date. Closing date						

4. Staff's Fifth Data Request No. 18 – June 20, 2015 personal financial statement

was August 27,2014. This was a mail-away to the sellers, so Mr. Smallridge closed his portion in escrow on August 22, 2014, and the seller returned the documents on August 27, 2014, completing the closing.

For each utility listed on Schedule C please provide asset value and associated debt. See attached. Between the date of the Financial Statement and today, a Pinecrest loan has been paid off (see attached), so he has a little more equity in that system than indicated.

5. Please explain how the per ERC cost referenced in Schedule C for West Lakeland and Charlie Creek was derived. \$750 is a generally accept default value per water ERC, and \$750 per wastewater ERC. These amounts are conservative. I have attached the comparable sales analysis from appraisals done last year by Hillsborough County.

Thanks. Let me know if you have any questions. Suzanne

Suzanne Brownless
Senior Attorney
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Phone: (850) 413-6218 FAX: (850) 413-6219

Email: sbrownle@psc.state.fl.us

HOLIDAY GARDENS UTILITIES, LLC

3336 GRAND BLVD Ste 102 HOLIDAY FLORIDA 34690 727-937-6275

Utility Bill

7/1/2015

Amount Due

\$30.76

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HOLIDAY FL 34690

Amount Paid

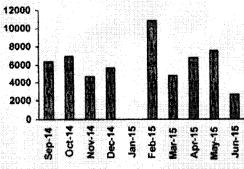
Account Number

Service Address

Payment Due Date 7/21/2015

×			or rop and r					
Serv	ice		Meter Ro	adings	` e. S		Mete	
From	To	Description	Previous	Current	t Cons	umption	Multpl	ler Amount
5/25/2015	6/23/2015	WATER	875148	877874	2	726	x 1	\$11.32
		STREET LIGHTS						\$4.00
		GARBAGE REBILL	FEE					\$3.00
		GARBAGE						\$12.44

Detach Too and Return With Payment



 Prior Account Balance:
 \$34.25

 Last Payment:
 6/26/2015
 (\$39.50)

 Late Payment Fee:
 \$5.25

 Current Period Total:
 \$36.01

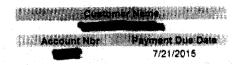
 Total Amount Due:
 \$30.76

If payment is made after \$36.01 the due date amount due.

Usage = Graph X 1

Please call 811 before you dig, it's the LAW
PLEASE KEEP YOUR METER AREA CLEAN FROM DEBRIS
AFTER HOURS EMERGENCY NUMBER 727-937-6275
OFFICE HOURS ARE 9am - 4pm CLOSED LUNCH 12pm - 1pm
AFTER HOURS DOOR SLOT INSTALLED

PLEASE KEEP METER AREA CLEAN OF DEBRIS



CRESTRIDGE UTILITIES, LLC

3336 GRAND BLVD STE 102 HOLIDAY, FL 34690 727-937-6275

Utility Bill

7/1/2015

Amount Due

\$26.27

ladioladdleddalladdledd

HOLIDAY FL 34690

Amount Paid

Account Number

Service Address

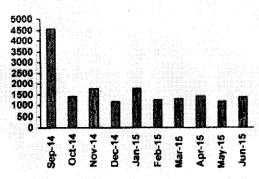
Payment Due Date

7/21/2015

\$31.52

Detach Top and Return With Payment

Serv	ice		Meter Re	adings	8	Meter	
From	То	Description	Previous	Current	t Consumption	Multplier	Amount
5/23/2015	6/22/2015	Water	674711	576080	1369 X	(1	\$9.83
		STREET LIGHT	rs				\$4.00 \$12.44



Prior Account Balance: \$25.97

Last Payment: 6/20/2015 (\$25.97)

Late Payment Fee: \$0.00

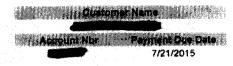
Current Period Total: \$26.27

Total Amount Due: \$26.27

If payment is made after the due date amount due:

Usage = Graph X 1

Bills are due and payable when rendered and become definquent if not paid within twenty days. AFTER HOURS EMERGENCY NUMBER 727-937-9275 OFFICE HOURS ARE 9am - 4pm closed for lunch AFTER HOURS DOOR SLOT INSTALLED



3 YEAR CAPITAL & FUNDING ESTIMATE

HOLIDAY GARDENS

PROJECT	ESTIMATED COSTS		HOW FUNDED		COMPLETE DATE	
1 REPLACE CUSTOMER METER * SEE NOTE #1 BELOW.		\$7,000	LOAN FROM IBERIA BANK 5/14/1	5		Oct-15
2 RE-ROOF WELL #1 & #2		\$4,500	CASH FLOW FROM SARC		12.21.17	
3 PAINT WELL BUILDINGS		\$1,200	CASH FLOW FROM SARC		SPRING 2016	
4 TEST, REPALCE OR REPAIR ISO VALVE		\$1,000	CASH FLOW FROM SARC		12.21.2016	
5 REPAIR OR REPALCE CUSTOMER SOV		\$3,000	CASH FLOW FROM SARC/LOAN FE	NOM	12.21.2017	
6 REPLACE WELLS 1 PUMP			FUTURE LOAN/CASH FLOW FROM	SARC	12.21.2017	

NOTE #1

WE HAVE ALREADY REPLACED 148 CUSTOMER METERS. W WE STARTED SEPTEMBER 2014 AND COMPLETED JULY 2015 WE HAVE 14 "SNOWBIRD METERS" TO REPLACE STARTING ON OR ABOUT OCTOBER 1, 2015 AND ESTIMATED COMPLETION OCTOBER 30, 2015. THE SNOW BIRD METERS ARE FUNDED FROM IBERIA BANK LOAN OF 5/14/15

NOTE #2

WE HAVE ALREADY REPAIRED OR REPLACED 46 CUSTOMER SHUT OFF VALVES.

CRESTRIDGE UTILITIES PROJECT	EST.COSTS	ном	FUNDED	COMPLETED DATE
1 REPLACE TANK AT WELL#4			FROM Iberia bank 5/14/15, ficredit 6/19/15	10.2015
2 REPLACE PUMP AT WELL# 2		\$9,500 FUTUI	RE LOAN/ CASH FLOW FROM SARC	12.21.2017
3 REPAIR OR REPLACE ISO VALVE		\$450 CASH	FLOW FROM SARC	12.21.2017
4 REPLACE CUSTOMER METERS 53 COMPLETED METERS 75 TO BE INSTALLED		\$2,600 CASH \$3,700 CASH	FLOW FLOW FROM SARC	10.30.2014 SPRING 2016
5 WELL # 3 REBUILD	\$35-\$45,000	FUTUI	RE SARC/FUTURE LOAN	12.21.2017

SCHEDULE C. UNLISTED SECURITIES.

# OF SHARES	DESCRIPTION		SOURCE (OF VALUE Net Valu	ie % OF COI	MPANY C Pledged	All debts	Gross	Value
	O FLORIDA UTILITY SERVICES 1, LL	c				100 YES			الرسي ا
	O WEST LAKELAND WASTEWATER	R, INC		5		100 NO			
	O HOLIDAY GARDENS UTILITIES, L	ıc				100 YES			
	O CRESTRIDGE UTILITIES,LLC					100 YES			
	O PINECREST UTILITIES, LLC					100 YES			
	O EAST MARION UTILITIES, LLC					100 YES			
	O CHARLIE CREEK UTILITIES, LLC					100 YES			

6.5.1.3 Size of the System

Unit prices can vary considerably depending on the number of ERCs sold. As discussed earlier, the size of each water and wastewater utility is described in terms of the ERCs that the utility serves based on AWWA meter equivalencies. Analyses of these sales indicated trend lines of each comparable sale that increase at parallel rates as the number of ERCs served by the utility increases for both the water and wastewater utilities, respectively.

6.6 ANALYSIS AND CONCLUSIONS

Based on the data provided by Pluris Eastlake, Inc. and the PRMG, Brown & Cauldwell, Hillsborough County. Vista and our physical inspections of the system connections, the Eastlake water system has a total of 964 water ERCs and 925 wastewater ERCs. Using the final price per water ERCs of \$1,786 and wastewater ERCs of \$2,337, the comparable sales analysis provides a total estimated value of the water and wastewater system assets to be acquired to be \$3,880,000, rounded to the nearest ten (10) thousand dollars as detailed on Table 6-1 below.

Table 6-1
Summary of Value
Comparable Sales Approach

Customer Type	Number of E	RCs Valu	ie per ERC	Total Va	alue (Rounded)
Water		964 \$	1,786	\$	1,722,000
Wastewater		925 \$	2,337		2,161,000
Total				\$	3,883,000
Rounded				\$	3,880,000

Three (3) of the twelve (12) comparable sales utilized in this analysis were for utility systems sold to Pluris, the current system owner. As a sensitivity analysis, I have considered excluding these sales from the analysis which resulted in a final price per water ERC of \$2,038 and wastewater ERC of \$2,893, as shown on Schedules 6-4, 6-5 and 6-6. Based on this scenario, the comparable sales analysis provides a total estimated value of the water and wastewater system assets to be acquired to be \$7,480,000, rounded to the nearest ten (10) thousand dollars as detailed on Table 6-2 below.

Table 6-2
Summary of Value
Comparable Sales Approach
(Excluding Pluris Sales)

- 1	Customer	Туре	Number of	ERCs Value	per ERC — To	tal Value (Rounded)
١	Water			1,590 \$	2,038 \$	3,240,000
1	Wastewate	r		1,467 \$	2,893	4,240,000
	Total					7,480,000

In 2009 the combined price per ERC was \$1,043 per ERC from a total purchase price of \$3,104,000. The Pebble Creek Utilities system is generally inferior compared to the other systems selected. Removing the Pluris sales removes all investor owned acquisitions from the comparable sales analysis. The mixed market of (9) nine governmental acquisitions and (3) three investor acquisitions rendered the \$7,060,000. The governmental only transactions provide a result of \$7,480,000.

As with the income approach, my opinion of the reconciliation of the mixed market and the governmental only market is an amount of **\$7.250.000**.



1777 West Main Street Inverness, FL 34450

www.lberlabank.com

July 21, 2015

Loan# 48003065 - 1800

To Whom It May Concern:

1 f. Keel

On November 25, 2011, Michael A. Smallridge received an unsecured loan from Old Florida Bank, now known as IBERIABank, in the amount of \$12,000.00 for the purpose of working capital for Pinecrest Utility. This loan was paid in full and as agreed on July 2, 2015.

Sincerely,

Michael P. Reed

Sr. Vice President

Business Banking





Jul 02 705

PROMISSORY NOTE

Initials Account A 5 Officer Call / Coll Loan No Loan Date Maturity **Principal** MPR 48003065 11-23-2012 C/1 1800 \$12,000.00 11-25-2011 References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower:

MICHAEL A. SMALLRIDGE 9539 E. Southgate Drive Inverness, FL 34450

Lender:

OLD FLORIDA NATIONAL BANK INVERNESS OFFICE 1777 W. MAIN STREET INVERNESS, FL 34450 (352) 344-3431

Principal Amount: \$12,000,00

Date of Note: November 25, 2011

PROMISE TO PAY. MICHAEL A. SMALLRIDGE ("Borrower") promises to pay to OLD FLORIDA NATIONAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twelve Thousand & 00/100 Dollars (\$12,00.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 9.000% per annum based on a year of 360 days, interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on November 23, 2012. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 25, 2011, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: OLD FLORIDA NATIONAL BANK, WINTER PARK OFFICE, 840 S. DENNING DRIVE WINTER PARK, FL 32789.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 21,000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note

Payment Default. Borrower fails to make any payment when due under this Note

Other Defaults. Borrower falls to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement hatween Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfelture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, creditor or Fortetture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.



PROMISSORY NOTE (Continued)

Loan No: 1800

Page 2

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

insecurity. Lender in good faith believes itself insecure

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days, or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps aufficient to produce compliance as soon as reasonably practical

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the amount of these costs and expenses, which includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of CITRUS County. State of Florida.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$34.00 if Borrower makes a payment on Borrower's loan and the check or presuthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by applicable law, to charge or setoff all sums owing on the debt against any and all the properties. such accounts.

GARNISHMENT. Borrower consents to the issuance of a continuing writ of garnishment or attachment against Borrower's disposable earnings, in accordance with Section 222.11, Florida Statutes, in order to satisfy, in whole or in part, any money judgment entered in favor of Lender.

COLLATERAL. This loan is unsecured.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested only in writing by Borrower or as provided in this paragraph. All communications, instructions, or directions by telephone or otherwise to Lander are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives. successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: OLD FLORIDA NATIONAL BANK WINTER PARK OFFICE 840 S. DENNING DRIVE WINTER PARK, FL 32789

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as intended to pay, and Lender does not agree or intended to contract for, charge, collect, take, reserve or receive (collectively referred to herein as intended to contract for, charge, collect, take, reserve or receive (collectively referred to herein as intended to intended to collectively), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by lederal law or the law of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guaranter, accommodation maker or endorser, shall be released from liability. All such parties agree that Lander may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or colleteral; or impair, fall to realize upon or perfect Lender's security interest in the colleteral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.



PROMISSORY NOTE (Continued)

Loan No: 1800

Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

MICHAEL A SMALLRIDGE

Florida Documentary Stamp Tax

Florida documentary stamp tax required by law in the amount of \$42.00 has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 59-2222038.