



Interoffice Memorandum

July 16, 2018

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", is placed to the right of the "FROM:" line.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
July 31, 2018 BCC Meeting
UniFirst Corporation Water and Wastewater Flow Monitoring
Agreement
Contact Person: Andres Salcedo, P. E.
Assistant Director, Utilities Department
407-254-9719**

The property owner, UniFirst Corporation, is constructing a new commercial laundry facility at 2304 West Taft-Vineland Road. Water and wastewater capital charges for the property were determined based on flow estimates pursuant to subsection 37-5(b)(4)b and 37-5(b)(5)b, respectively, of the Orange County Code.

The property owner has submitted a signed and sealed engineering study, estimating water and wastewater flows and has agreed to enter into a flow monitoring agreement with the Utilities Department.

The agreement provides for an initial 10-year period to monitor the water usage and wastewater discharges from the facility. The County may extend the monitoring period in the event of a material breach by the owner, as described in the agreement. During the term of the agreement, a monthly monitoring fee will be assessed and additional capital charges will be levied if the six-month average water or wastewater flow exceeds the signed and sealed engineering estimate at any time.

The County Attorney's Office and Risk Management Division have reviewed the document and find it acceptable as to form. Orange County Utilities staff recommends approval.

Action Requested: Approval and execution of UniFirst Corporation Water and Wastewater Flow Monitoring Agreement by and between UniFirst Corporation and Orange County for an initial 10-year period to monitor water usage and wastewater discharges from the facility.

District 4.

BCC Mtg. Date: July 31, 2018

**UNIFIRST CORPORATION
WATER AND WASTEWATER
FLOW MONITORING AGREEMENT**

THIS UNIFIRST CORPORATION WATER AND WASTEWATER FLOW MONITORING AGREEMENT (the "Agreement") is made and entered into as of the date later executed below by and between **UniFirst Corporation**, a Massachusetts Profit Corporation (the "Owner"), whose address is 68 Jonspin Road, Wilmington, Massachusetts 01887, and **Orange County**, a charter county and political subdivision of the State of Florida (the "County"), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801. In this Agreement, the Owner and the County may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Section 37-5, Orange County Code (the "Code"), provides for the assessment of water and wastewater capital charges for (a) new connections to the water and wastewater system and for (b) increased flows from the water system and to the wastewater system due to altering the interior or use of a structure; and

WHEREAS, establishments that have water and wastewater flows in addition to flows associated with standard Orange County Factors, as described in subsections 37-5(b)(4)b and 37-5(b)(5)b, respectively, of the Code, must submit estimates of water and wastewater flows; and actual flows may be subject to monitoring to verify the accuracy of the flow estimates; and

WHEREAS, water and wastewater capital charges for the Owner's property described below have been determined based on flow estimates calculated pursuant to subsections 37-5(b)(4)b and 37-5(b)(5)b, respectively, of the Code; and

WHEREAS, pursuant to Section 37-5(b)(1) of the Code, capital charges and the right to service related thereto, are valid only for the property specified in the application for service; and the rights related to the capital charges may not be transferred or sold for use on any other property; and

WHEREAS, the Owner owns property located at 2304 West Taft-Vineland Road, Orlando, Florida 32837, which is located within unincorporated Orange County, as such property is more particularly described in **Exhibit "A"** attached to and incorporated in this Agreement by this reference (the "Property"); and

WHEREAS, the Property is located within the County's water and wastewater service territories and, therefore, the County is the appropriate provider of water and wastewater services; and

WHEREAS, the Owner is constructing a commercial laundry facility (the "Facility") on the Property, which is more particularly shown on **Exhibit "B"** attached to and incorporated in this Agreement by this reference; and

WHEREAS, the County responded to the Owner's request for hydraulic information with a Hydraulic Analysis letter dated March 15, 2018, stating the County has sufficient existing infrastructure to accept a maximum of 200 gallons per minute ("gpm") peak hourly flow wastewater discharge ("Peak Hourly Wastewater Flow"); and

WHEREAS, the Owner submitted to the County an engineering study, signed and sealed by a professional engineer licensed in the State of Florida (the "Engineering Study"), estimating the operational water flows for the Facility to be 301.736 Equivalent Residential Connections ("ERCs"), which is equivalent to 82,977.5 gallons per day ("gpd") (the "Current Capacity Water Flow"); and

WHEREAS, the Engineering Study also provides that the operational wastewater flows for the Facility to be 332.571 Equivalent Residential Units ("ERUs"), which are equivalent to 74,828.5 gpd (the "Current Capacity Wastewater Flow"); and

WHEREAS, the Current Capacity Water Flow and the Current Capacity Wastewater Flow together constitutes the Property's Current Capacity Flow (the "Current Capacity Flow"); and

WHEREAS, the Owner has (i) submitted to the County construction plans for approval (the "Construction Plans"), (ii) paid capital charges for the Current Capacity Flow, and (iii) obtained an Orange County Building Permit (the "Building Permit") for the Facility.

NOW, THEREFORE, in consideration of fees and charges specified in this Agreement, the covenants contained in this Agreement, and other good and valuable consideration, the receipt of which is acknowledged, the County and the Owner agree as follows:

SECTION 1. Recitals. The above Recitals are true and correct, and are incorporated in and form a material part of this Agreement.

SECTION 2. Capital Charge Payments Remain with the Property. Pursuant to Section 37-5 of the Code, water and wastewater capacity may only be purchased for the property specified in the application for service, and may not be transferred to another property. Accordingly, all water and wastewater capacity purchased by the Owner for the Facility is purchased on behalf of the Property, runs with the Property, and may not be transferred to any other property.

SECTION 3. Current Capacity Flow; Peak Hourly Wastewater Flow.

- a. Based upon the Engineering Study, the flow associated with the Property is 82,977.5 gpd Current Capacity Water Flow and 74,828.5 gpd Current Capacity Wastewater Flow on the day this Agreement is executed. Thereafter, the Current Capacity Water Flow shall equal 82,977.5 gpd and the Current Capacity Wastewater Flow shall equal 74,828.5 gpd, plus the flow associated with any additional water and wastewater capacity purchased for the Property after the execution of this Agreement.
- b. The wastewater discharge from the Facility must not exceed the Peak Hourly Wastewater Flow.

SECTION 4. Metering, Fees and Compliance.

- a. The Owner shall ensure that the existing potable water meter remains unobstructed for County meter readings and inspections.
- b. A monthly monitoring fee, per the Board of County Commissioners' applicable rate resolutions, as amended from time to time, will be assessed and billed to the Owner.
- c. No changes to the Property use, water and wastewater plumbing, or utility mains that may increase the water or wastewater flows for the Property from the Current Capacity Flow may be made by the Owner without prior review, inspection, and written approval of the County.
- d. The County will monitor and measure the water flow from the Property by water meter readings. The County will calculate wastewater flow from the Property by water meter readings, less a factor of 10% for evaporation losses, based on the Engineering Study.
- e. The Owner must allow the County access to the Property, at any time upon reasonable notice, to (a) inspect the water and wastewater plumbing; and (b) conduct monitoring tests, including, but not limited to, tests of usage and flows.
- f. For the term of the Agreement, monitoring for compliance with the Current Capacity Flow will be based on a six-month rolling average of water and wastewater flows. For each billing period, the County will calculate the Billing Period Water Flow based on the water meter readings. The "Billing Period Water Flow" is equal to the volume (in gallons) of water consumption for the billing period divided by the number of days in that billing period. For each billing period, the County will also calculate the Billing Period Wastewater Flow. The "Billing

Period Wastewater Flow” is equal to the Billing Period Water Flow multiplied by a factor of 0.90. The County will calculate the volume for each billing period as the sum of the differences between the beginning and ending readings of all meters for the Property.

- i. If any Billing Period Water Flow or Billing Period Wastewater Flow exceeds the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively, the County may issue a written warning to the Owner notifying them of the exceedance.
- ii. If, at any time, the six-month average Billing Period Water Flow or the six-month average Billing Period Wastewater Flow exceeds the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively, the Owner shall purchase additional water or wastewater capacity, or both (if applicable), in an amount calculated by the difference between the six-month average Billing Period Water Flow or the six-month average Billing Period Wastewater Flow, and the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively. The cost of water capacity (gpd) will be calculated using the then current Orange County water capital charge rates (as of the Effective Date, \$1,791.00 per ERC based on 275 gpd per ERC). The cost of wastewater capacity (gpd) will be calculated using the then current Orange County wastewater capital charge rates (as of the Effective Date, \$3,346.00 per ERU based on 225 gpd per ERU).
- iii. If additional water or wastewater capacity is purchased, as described in Section 4.f.ii above, and at a later date a six-month average Billing Period Water Flow or six-month average Billing Period Wastewater Flow, or both, exceed the cumulative corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively, the Owner must purchase additional water or wastewater capacity, or both (if applicable), from the County as described in Section 4.f.ii above.
- iv. The Owner shall pay to the County within thirty (30) days any additional water and wastewater capacity charges that may be due and owing for the Property. If the additional fees assessed are not paid within thirty (30) days from the date of notice from the County that additional capacity

charges are due and owed, the County may draw on the Letter of Credit required pursuant to Section 5 below.

- v. The Owner's failure to provide monthly payment including, but not limited to, capital charges (if any), past due charges, related service charges, deposits, applicable utility or public service taxes, or current usage charges may result in the interruption of water and wastewater services to the Property.

SECTION 5. Letter of Credit. A Letter of Credit acceptable to the County in a form substantially similar to the draft letter of credit attached as **Exhibit "C"** of this Agreement is required as part of this Agreement for the duration of the Owner's obligations under this Agreement. The Letter of Credit must be drawn on a financial institution having an office for the Letter of Credit presentation in either Orange, Seminole, or Osceola counties, and the financial institution must be on the State of Florida approved "Qualified Public Depositories" list for local governments, as identified in Chapter 280, Florida Statutes. The Owner has provided this Letter of Credit to the County simultaneous with the execution of this Agreement in the amount representing 20% of the Current Capacity Flow, which equates to 16,595.5 gpd or 60.347 ERCs for water, and 14,965.7 gpd or 66.514 ERUs for wastewater, for a total of \$330,637.32.

SECTION 6. Indemnification of the County. To the fullest extent permitted by law, the Owner assumes liability for, and will indemnify, defend and hold harmless the County and its respective officials, officers, employees, and agents from and against all liability (including negligence and strict liability), claims, suits, actions, and losses for personal injury, property damage, or financial loss including attorneys' fees and costs (as specified in Section 16 below) arising at any time from any aspect of this Agreement, other than claims and losses arising from the negligence of the County, its employees or agents. Nothing contained herein shall constitute a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

SECTION 7. Monitoring. The County may initiate monitoring on the date the Facility receives its Certificate of Occupancy or on the Effective Date of this Agreement, whichever is later, and will continue for a period of ten (10) years (the "Monitoring Period"), unless sooner terminated pursuant to Section 12 below. In the event of a material breach of this Agreement by the Owner, the County may extend the Monitoring Period for a period not to exceed ten (10) years from the date of the breach following written notice to the Owner of the breach of this Agreement, and provided that the Owner has not cured such breach within thirty (30) days following the date of the notice. For purposes of this Agreement, "material breach" shall mean (a) the failure of the Owner to pay or cause to be paid any amounts due hereunder, following notice and ability to cure such non-payment; or (b) any failure of the Owner to provide the County (or its representatives) reasonable access to the meter to allow the County to monitor compliance with this Agreement; or (c) any breach of Section 4.c. above or Section 9 below.

SECTION 8. Term of Agreement. The initial term of this Agreement is for ten (10) years from the date that the County begins monitoring the Property pursuant to Section 7 above. The term may be extended pursuant to Section 7 above, or terminated sooner pursuant to Section 12 below.

SECTION 9. Sale of Property. Except as provided in this Section 9, the Owner's right to sell or transfer the Property, or any portion of its ownership or leasehold interest in the Property, is not restricted by this Agreement provided, however, that the Owner shall provide the County with sixty (60) days prior notice of the sale or transfer of the Property, or any portion thereof. Provided further that (i) the successor party(s) has caused a replacement Letter of Credit, in form and substance consistent with Section 5 above, and acceptable to the County, to be issued prior to the transfer, and (ii) at the time of the closing of the sale or transfer of all or any portion of the Property, the successor party(s) in ownership shall execute an acknowledgment and agreement whereby the successor party acknowledges the existence of this Agreement and agrees to be bound by the terms of this Agreement. The agreement and acknowledgment signed by the successor party must be delivered to the County within thirty (30) days after the date of such sale or transfer, and prior to the expiration of the Owner's Letter of Credit. If the successor party does not provide the County a replacement Letter of Credit, or an acknowledgment binding the successor party to the terms of this Agreement as specified above, the Owner will be in breach of this Agreement, and the County will have the right to collect the full amount due on the Letter of Credit from the Owner and immediately thereafter terminate this Agreement. Capital charges run with the Property, as stated in Section 2 above.

SECTION 10. Limitation on Assignment. If, pursuant to Section 9 above, the Owner sells, transfers, or assigns all or any portion of its ownership or leasehold interest in the Property or any portion thereof, then the Owner shall assign this Agreement *pro tanto*, and shall cause the transferee to assume to the same extent the rights and obligations of the Owner. Without the express written consent of the County, the Owner may not assign its interests in this Agreement to another person or entity.

SECTION 11. Recording. The Parties agree that an executed copy of this Agreement, including the Exhibits, will be recorded by the Owner at the Owner's expense in the Public Records of Orange County, Florida. The obligations imposed in this Agreement run with the land.

SECTION 12. Termination. Notwithstanding anything to the contrary, this Agreement may be terminated upon written mutual consent of the Owner and the County for which notice shall be provided in accordance with Section 13 below. The County may terminate this Agreement and the provision of water and wastewater service to the Property as set forth herein due to any material breach (as defined in Section 7 above) of this Agreement, after providing the Owner notice of the breach or anticipating breach, and providing the Owner thirty (30) days to cure the breach, and the Owner fails to cure the breach or anticipated breach. Notwithstanding anything to the contrary in this Section

12, the County does not have a duty to provide the Owner a time to cure a breach of Section 9 of this Agreement.

SECTION 13. Notice. Any notice required or allowed to be delivered hereunder must be in writing and be deemed to be delivered when (a) hand-delivered to the official designated in this Section 13; (b) delivered when such notice is sent by Federal Express or other nationally recognized overnight courier service; or (c) received when such notice is sent by the United States mail, postage prepaid, certified mail, return receipt requested, all to be addressed to a party at the address set forth opposite the party's name below, or such other address as the party shall have specified by written notice to the other party delivered in accordance therewith.

If to the County: Orange County Utilities Department
 9150 Curry Ford Road
 Orlando, Florida 32825-7600
 Attention: Assistant Manager, Utilities Customer Service

With copy to: Orange County Administrator's Office
 Orange County Administration Building
 201 South Rosalind Avenue, 5th Floor
 Orlando, Florida 32801-3527

If to the Owner: UniFirst Corporation
 68 Jonspin Road
 Wilmington, Massachusetts 01887-1090
 Attn: Steve Sintros

SECTION 14. Governing Law. The Parties agree that the Parties entered into this Agreement in the State of Florida. This Agreement and its provisions are to be construed, controlled, and interpreted according to the laws of the State of Florida, without giving effect to any choice of law or rules thereof which may direct the application of laws of another jurisdiction.

SECTION 15. Jurisdiction. Any legal proceeding of any nature brought by either Party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, must be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The Parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant to this

Agreement and expressly waive all rights to trial by jury for any matters arising under this Agreement.

SECTION 16. Attorneys' Fees and Costs. If either Party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions contained in this Agreement, each Party will be responsible for its costs, fees and expenses incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other Party as such by any law) through any and all final appeals arising out of such suit, action or proceeding.

SECTION 17. Headings. The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only, and will not affect the construction or interpretation hereof.

SECTION 18. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties and if the intention of the Parties can continue to be effective. To that end, this Agreement is declared severable.

SECTION 19. No Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties to this Agreement and no rights or cause of action may accrue upon or by reason of this Agreement, to or for the benefit of, any third party not a formal party to this Agreement.

SECTION 20. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

SECTION 21. Amendment. This Agreement may not be amended unless the amendment is in writing and approved by the County and the Owner.

SECTION 22. Effective Date. The Effective Date of this Agreement shall be the date of recording in the Public Records of Orange County.

SECTION 23. Liability. Notwithstanding anything to the contrary in this Agreement, in the event the Owner fails to meet its obligations under this Agreement, the County may pursue its remedies from the following sources in the following order: (i) the Letter of Credit and then, (ii) the Owner.

SECTION 24. Land Use Approvals. This Agreement does not grant or assure or indicate any future grant of any land use, zoning, subdivision, density, or development approvals, permissions, or rights with respect to the Property, including the Facility, or any other property or land referred to in this Agreement.

SECTION 25. Non-Waiver. The failure of either Party to insist on the other Party's compliance with its obligations under this Agreement in any one or more instances will not operate to release the other Party from its duties to comply with its obligations in all other instances.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
County Mayor

Date: 7.31.18

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katei Smith*
Deputy Clerk



OWNER: UniFirst Corporation

By: MA

Print Name: STEVEN S. SINTROS

Title: PRESIDENT & CEO

Date: JUNE 18th, 2018

Signed, sealed, and delivered in our
presence as witnesses:

Signature: [Signature]

Printed Name: MATTHEW CROATTI

Signature: [Signature]

Printed Name: Gina Cowen

STATE OF Massachusetts
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 18th day of
June, 2018, by Steven Sintros as President & CEO of
UniFirst Corporation, a Massachusetts Profit Corporation, on behalf of the Company.
He/she ☒ is personally known to me or ☐ has produced
_____ as identification.

(Notary Seal)

[Signature]
Notary Public

Kelly J. Folta
Name Printed or Stamped

My Commission Expires: December 3, 2021



KELLY J. FOLTA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 3, 2021

EXHIBIT 'A'

PARCEL ID #:

#09-24-29-8130-00-020

LEGAL DESCRIPTION:

LOT 2, SOUTHCENTER, ACCORDING TO THE PLAT THEREOF
RECORDED AT PLAT BOOK 46, PAGES 129 THROUGH 132, PUBLIC
RECORDS OF ORANGE COUNTY, FLORIDA.

CONTAINS: 205,103 SQUARE FEET OR 4.708 ACRES MORE OR LESS.

PROPERTY LOCATION MAP:

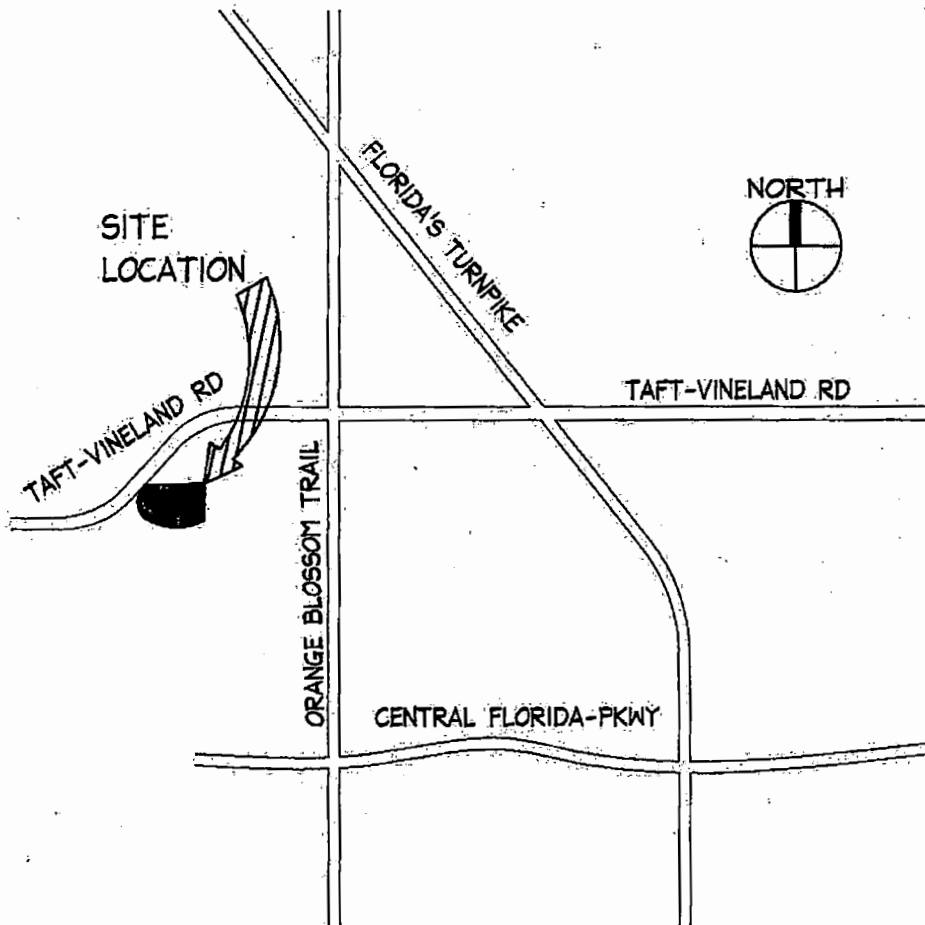


EXHIBIT 'B'

PROPERTY SITE PLAN

SCALE: 1"=80'

NORTH

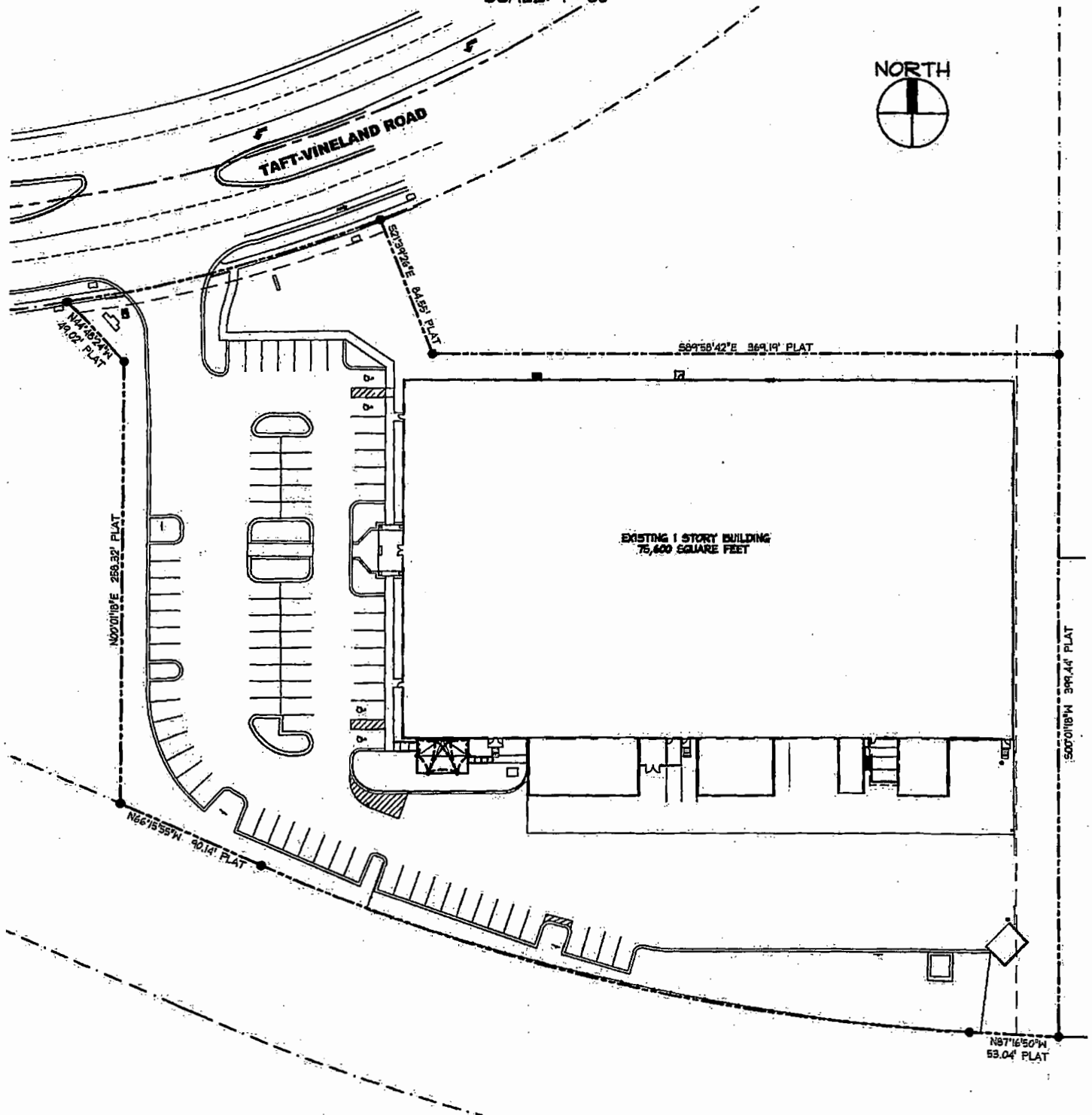


EXHIBIT "C"

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

DATE:

BENEFICIARY:
ORANGE COUNTY, FLORIDA
C/O ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FL 32825
ATTN: UTILITIES CUSTOMER SERVICE,
ASSISTANT MANAGER

APPLICANT:
(TO BE COMPLETED BY OWNER)

PROJECT NAME: UNIFIRST CORPORATION WATER AND WASTEWATER FLOW MONITORING
AGREEMENT

AMOUNT: \$330,637.32 (THREE HUNDRED THIRTY THOUSAND, SIX HUNDRED THIRTY-SEVEN
AND 32/100 U.S. DOLLARS)

DATE OF EXPIRY: _____

AT THE REQUEST AND FOR THE ACCOUNT OF APPLICANT, WE, (ISSUER), HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____, IN FAVOR OF ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("BENEFICIARY"), AND AUTHORIZE YOU TO DRAW ON ISSUER, IN THE MAXIMUM AGGREGATE AMOUNT OF \$330,637.32 (THREE HUNDRED THIRTY THOUSAND, SIX HUNDRED THIRTY-SEVEN AND 32/100 U.S. DOLLARS) IN UNITED STATES FUNDS, WHICH IS AVAILABLE AT SIGHT AGAINST PRESENTATION OF YOUR DEMAND, WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND ANY OF THE FOLLOWING DOCUMENTS:

1. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "THE PERFORMANCE OF APPLICANT'S OBLIGATION HAS NOT BEEN COMPLETED YET AND THE LETTER OF CREDIT WILL EXPIRE WITHIN 45 DAYS FROM THE DATE OF DRAWING WITHOUT BEING EXTENDED OR REPLACED TO THE COUNTY'S SATISFACTION;" OR
2. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "ISSUER [CONFIRMER] HAS LOST ITS DESIGNATION AS A 'QUALIFIED PUBLIC DEPOSITORY' PURSUANT TO FLORIDA STATUTES, CHAPTER 280, AND AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT HAS NOT BEEN RECEIVED BY THE COUNTY FOLLOWING NOTICE TO APPLICANT;" OR
3. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "THE DRAWING IS DUE TO APPLICANT'S FAILURE TO COMPLY WITH THE TERMS OF THE 'UNIFIRST CORPORATION WATER AND WASTEWATER FLOW MONITORING AGREEMENT' EXECUTED ON DATE OF _____ (DATE OF

EXECUTION OF THE MONITORING AGREEMENT)". THE LETTER WILL STATE THE SUM DUE UNDER THE TERMS OF THE AGREEMENT.

A SUM NOT TO EXCEED \$330,637.32 (THREE HUNDRED THIRTY THOUSAND, SIX HUNDRED THIRTY-SEVEN AND 32/100 U.S. DOLLARS) SHALL BE AVAILABLE FOR PARTIAL OR FULL DRAW BY YOUR DRAFT AT SIGHT IF ACCOMPANIED BY A WRITTEN STATEMENT AS DESCRIBED IN THE PRECEDING PARAGRAPHS.

THIS LETTER OF CREDIT SHALL BE IN FULL FORCE AND EFFECT UNTIL _____, 20__ (EXPIRATION DATE SHALL BE EXPIRATION OF THE TEN YEAR TERM OF AGREEMENT), AND WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE NINETY (90) DAY PERIOD UNLESS WE PROVIDE THE BENEFICIARY WITH WRITTEN NOTICE OF OUR INTENT TO TERMINATE THE CREDIT HEREIN EXTENDED, WHICH NOTICE MUST BE PROVIDED AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE OF THE ORIGINAL TERM HEREOF OR ANY EXTENDED TERM.

[IF A CONFIRMING BANK IS TO BE USED, INSERT THIS LANGUAGE: ISSUER NOMINATES _____ [NAME AND ADDRESS OF NOMINATED CONFIRMING BANK] TO CONFIRM THIS STANDBY LETTER OF CREDIT.]

DRAWS MUST BE PRESENTED NO LATER THAN _____, 20__ (EXPIRATION DATE), OR ANY EXTENDED EXPIRATION DATE AND MUST BEAR THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. _____ OF ISSUER, DATED _____, 20__ (ENTER LOC DATE)."

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED, PROVIDED, HOWEVER, THAT ANY PAYMENT MADE UNDER THIS LETTER OF CREDIT SHALL REDUCE THE AMOUNT AVAILABLE UNDER IT.

WE, ISSUER, HEREBY AGREE THAT ALL DRAWS PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO ISSUER [CONFIRMER] AT: (note: must have tri-county address (Orange, Osceola, Seminole).

THIS LETTER OF CREDIT WILL BE CONSIDERED AS CANCELLED UPON RECEIPT BY US OF THE ORIGINAL LETTER OF CREDIT OR UPON ANY PRESENT OR FUTURE EXPIRY DATE HEREUNDER, WHICHEVER SHALL OCCUR FIRST.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 ("ISP98") (INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590) AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE ISP98 AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN FLORIDA LAW AND THE LAW OF ANY OTHER STATE OR COUNTRY SHALL ARISE, FLORIDA LAW SHALL PREVAIL.

VERY TRULY YOURS,

AUTHORIZED SIGNATURE

ISSUER

AUTHORIZED SIGNATURE

ISSUER