

Information Package to Comply with Rule 25-30.037(3), Florida Administrative Code
FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL
(Pursuant to Section 367.071, Florida Statutes)

RECEIVED-FPSC
14 FEB 21 PM 12:09
COMMISSION
CLERK

TO: Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the transfer of the majority organizational control of Crooked Lake Park Sewerage Co. utility operating under Water Certificate No. N/A and/or Wastewater Certificate No. 013038 located in Polk County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of the seller:

Crooked Lake Park Sewerage Company (Kenneth K. Knowlton)
Name of utility

(863) 232-5200 (888) 244-9680
Phone No. Fax No.

% James McClendon II, Esq., 219 East Central Ave.
Office street address

Lake Wales FL 33853
City State Zip Code

N/A
Mailing address if different from street address

N/A
Internet address if applicable

COM _____
AFD 3
APA _____
ECO 1
ENG _____
GCL 1
IDM _____
TEL _____
CLK _____

PSC/ECR 015-R (Rev. 2/91)

Check received with utility bill forwarded to Public for deposit. Please forward deposit information to Records.
Initials of person who forwarded check: [Signature]
Check received with utility bill forwarded to Public for deposit. Please forward deposit information to Records.
Initials of person who forwarded check: [Signature]

B) The name, address and telephone number of the person to contact concerning this application:

James McClendon, II, Attorney for Seller (863) 232-5200
Name Phone No.
219 East Central Avenue
Street address
Lake Wales FL 33853
City State Zip Code

C) The full name (as it appears on the certificate), address and telephone number of the buyer:

Glenbrook Properties, LLC, a Florida limited liability company
Name of utility
(863) 967-3992 (863) 938-1816
Phone No. Fax No.
5578 Commercial Blvd.
Office street address
Winter Haven FL 33880
City State Zip Code
N/A
Mailing address if different from street address
N/A
Internet address if applicable

D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

Louis F. Garrard, V
Manager of LLC and sole member
5578 Commercial Blvd.
Winter Haven, FL 33880

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit A - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

 none

C) Exhibit B - A copy of the purchase agreement.

D) Exhibit C - A statement of how the buyer is financing the purchase.

E) Exhibit D - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

F) Exhibit E - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

If the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit F - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;

- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Office of Commission Clerk;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit G - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit H - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$ _____ (for water) \$ 750.00 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**

- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500**.
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250**.
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000**.

PART V OTHER

- A) Exhibit I - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit J - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**
- C) Exhibit K - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).

PART VI AFFIDAVIT

Louis F. Garrard, V, as Manager of
I Glenbrook Properties, LLC (applicant) do solemnly swear or
affirm that the facts stated in the forgoing application and all exhibits attached thereto are
true and correct and that said statements of fact thereto constitutes a complete statement
of the matter to which it relates.

GLENBROOK PROPERTIES, LLC, a Florida limited
liability company

BY: *Louis F. Garrard, V*
Applicant's Signature

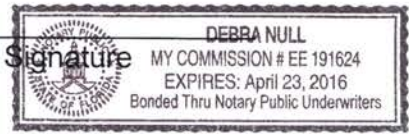
Louis F. Garrard, V
Applicant's Name (Typed)

Manager
Applicant's Title *

Subscribed and sworn to before me this 30th day of the month of January
in the year of 2014 by Louis F. Garrard, V, as Manager
of Glenbrook Properties, LLC who is
personally known to me _____ or produced the following identification

~~Type of Identification Produced~~

Debra Null
Debra Null



Print, Type or Stamp Commissioned
Name of Notary Public

* If applicant is a corporation, the affidavit must be made by the president or other officer
authorized by the by-laws of the corporation to act for it. If applicant is a partnership or
association, a member of the organization authorized to make such affidavit shall execute
same.

CROOKED LAKE PARK SEWERAGE COMPANY, LLC
5578 Commercial Blvd., Winter Haven, FL 33880
(863) 967-3992 corporate office
(863) 968-1816 facsimile

February 13, 2014

Re: Transfer Application Exhibit A

Crooked Lake Park Sewerage Company LLC currently serves two Mobile Home Parks which rely solely on this WWTP.

Mr. Garrard has multiple years of project management with lift station installation and operation. He operated the Maple Corner WWTP in Labelle, although the Labelle plant was smaller with 80 Units, it worked under the same premise

The prior owner, Kenneth Knowlton was in very poor health and had congestive heart failure. Mr. Knowlton was losing the park to the bank since he was in loan covenant violation. We stepped in and immediately replaced all of the pumps that were not working and started the process to have plans drawn to upgrade the plant to function properly. We have construction experience from our General Construction side and we know how to bring parties together to build unity to solve problems. Within the first year we were able to get an operating permit. We are now in the planning stages to get a construction permit to expand the plant to handle the surges generated during peak levels. We also anticipate spending a total of 300k to upgrade the plant.

EXHIBIT "A"

Statement that transfer is in the
public interest including summary of buyer's experience

EXHIBIT "B"

STOCK PURCHASE AGREEMENT

This Agreement ("**Agreement**") is entered into this 26th day of September, 2012, by and among GLENBROOK PROPERTIES, LLC, a Florida limited liability company ("**Purchaser**"), and CROOKED LAKE PARK SEWERAGE COMPANY, a Florida corporation ("**Corporation**"), and KENNETH J. KNOWLTON ("**Seller**").

WHEREAS, the Corporation presently has outstanding a single class of common stock ("**Shares**"), of which 30 Shares have been issued to KENNETH J. KNOWLTON; and

WHEREAS, said Shares are the only issued and outstanding capital stock of the Corporation; and

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all of the Shares owned by Seller on the terms and subject to the conditions set forth herein; and

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Purchase of Shares.

1.1 Purchase of Shares. Subject to the terms and conditions set forth herein, at the Closing (as defined below) Seller will sell all of the Shares owned by Seller to Purchaser and Purchaser will purchase all of the Shares owned by Seller, said Shares constituting One Hundred percent (100%) of all of the issued and outstanding capital stock of the Corporation as of the Closing.

1.2 Purchase Price. Purchaser will pay to Seller the sum of Thirty-Five Thousand dollars \$35,000.00 for the Shares ("**Purchase Price**"). In addition to the Purchase Price, Seller shall receive the Corporation's income for services rendered during the months of August and September 2012. Said income may be collected by Park Water Company and paid directly to Seller by Park Water Company.

1.3 Payment of Purchase Price. The Purchase Price will be paid in cash at Closing.

Section 2. Representations and Warranties of the Corporation and Seller. As a material inducement to Purchaser to enter into this Agreement and purchase the Shares, Seller and the Corporation, jointly and severally, represent and warrant that:

2.1 Organization and Corporate Power. The Corporation is a corporation duly incorporated and validly existing under the laws of the state of Florida and the Corporation is qualified to do business in every jurisdiction in which its ownership of property or conduct of business requires it to qualify. The Corporation has all requisite corporate power and authority and all material licenses, permits, and authorizations necessary to own and operate its properties and to carry on its business as now conducted. The copies of the Corporation's charter documents and bylaws which have been furnished to Purchaser's counsel reflect all amendments made thereto at any time prior to the date of this Agreement and are correct and complete.

2.2 Capital Stock and Related Matters. The authorized capital stock of the Corporation consists of 1,000 shares of common stock, 30 of which are issued and outstanding and are owned, beneficially and of record, by Seller and no other stock of the Corporation is issued and outstanding. The Corporation does not have outstanding and has not agreed, orally or in writing, to issue any stock or securities convertible or exchangeable for any shares of its stock, nor does it have outstanding nor has it agreed, orally or in writing, to issue any options or rights to purchase or otherwise acquire its stock. The Corporation is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its stock. The Corporation has not violated any applicable securities laws or regulations in connection with the offer or sale of its securities other than violations that have been, or will before the Closing have been, corrected by post-issuance filings. All of the outstanding shares of the Corporation's capital stock are validly issued, fully paid, and nonassessable. Seller has, and upon purchase thereof pursuant to the terms of this Agreement Purchaser will have, good and marketable title to the Shares, free and clear of all security interests, liens, encumbrances, or other restrictions or claims, subject only to restrictions as to marketability imposed by securities laws.

2.3 No Brokers. There are no claims for brokerage commissions, finders' fees, or similar compensation in connection with the purchase based on any arrangement or agreement binding upon any of the parties hereto.

2.4 Disclosure. Neither this Agreement nor any of the schedules, attachments, written statements, documents, certificates, or other items prepared or supplied to Purchaser by or on behalf of the Corporation or Seller with respect to this purchase contain any untrue statement of a material fact or omit a material fact necessary to make each statement contained herein or therein not misleading. No Seller or any responsible officer or director has intentionally concealed any fact known by such person to have a material adverse effect upon the Corporation's existing or expected financial condition, operating results, assets, customer relations, employee relations, or business prospects taken as a whole.

2.5 Real Property. Seller shall pay for a title search and title insurance related expenses and shall cause to be issued a current Owner's Policy of Title Insurance in the amount of the Purchase Price which shall insure title to the Corporation's real property.

Section 3 Representations and Warranties of Purchaser. As a material inducement to Seller to enter into this Agreement and sell the Shares, Purchaser hereby represents and warrants to Seller as follows:

3.1 Organization; Power. Purchaser is a corporation duly incorporated and validly existing under the laws of the state of Florida, and has all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

3.2 Authorization. The execution, delivery, and performance by Purchaser of this Agreement and all other agreements contemplated hereby to which Purchaser is a party have been duly and validly authorized by all necessary corporate action of Purchaser, and this Agreement and each such other agreement, when executed and delivered by the parties thereto, will constitute the legal, valid, and binding obligation of Purchaser enforceable against it in accordance with its terms, except as enforceability may be limited

enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, and similar statutes affecting creditors' rights generally and judicial limits on equitable remedies.

3.3 No Conflict with Other Instruments or Agreements. The execution, delivery, and performance by Purchaser of this Agreement and all other agreements contemplated hereby to which Purchaser is a party will not result in a breach or violation of, or constitute a default under, its Articles of Incorporation or Bylaws or any material agreement to which Purchaser is a party or by which Purchaser is bound.

3.4 Governmental Authorities. (i) Purchaser is not required to submit any notice, report, or other filing with any governmental or regulatory authority in connection with the execution and delivery by Purchaser of this Agreement and the consummation of the purchase and (ii) no consent, approval, or authorization of any governmental or regulatory authority is required to be obtained by Purchaser or any affiliate in connection with Purchaser's execution, delivery, and performance of this Agreement and the consummation of this purchase.

3.5 Litigation. There are no actions, suits, proceedings, or governmental investigations or inquiries pending or, to the knowledge of Purchaser, threatened against Purchaser or its properties, assets, operations, or businesses that might delay, prevent, or hinder the consummation of this purchase.

3.6 Investment Representations

3.6.1 During the course of the negotiation of this Agreement, Purchaser has reviewed all information provided to it by the Corporation and has had the opportunity to ask questions of and receive answers from representatives of the Corporation concerning the Corporation, the securities offered and sold hereby, and this purchase, and to obtain certain additional information requested by Purchaser.

3.6.2 Purchaser understands that the Shares to be purchased have not been registered under Securities Act of 1933 ("1933 Act"), or under any state securities law.

3.6.3 Purchaser understands that the Shares cannot be resold in a transaction to which the 1933 Act and state securities laws apply unless (i) subsequently registered under the 1933 Act and applicable state securities laws or (ii) exemptions from such registrations are available. Purchaser is aware of the provisions of Rule 144 promulgated under the 1933 Act which permit limited resale of shares purchased in a private transaction subject to the satisfaction of certain conditions.

3.6.4 Purchaser understands that no public market now exists for the Shares and that it is uncertain that a public market will ever exist for the Shares.

3.7 Brokerage. There are no claims for brokerage commissions, finders' fees, or similar compensation in connection with this purchase based on any arrangement or agreement entered into by Purchaser and binding upon any of the parties hereto.

Section 4. Conduct of the Corporation's Business Pending the Closing. From the date hereof until the Closing, and except as otherwise consented to or approved by Purchaser, Seller and the Corporation covenant and agree with Purchaser as follows:

4.1 Regular Course of Business. The Corporation will operate its business in accordance with the reasonable judgment of its management diligently and in good faith, consistent with past management practices, and the Corporation will continue to use its reasonable efforts to keep available the services of present officers and employees (other than planned retirements) and to preserve its present relationships with persons having business dealings with it.

4.2 Distributions. The Corporation will not declare, pay, or set aside for payment any dividend or other distribution in respect of its capital stock.

4.3 Capital Changes. The Corporation will not issue any shares of its stock, or issue or sell any securities convertible into, or exchangeable for, or options, warrants to purchase, or rights to subscribe to, any shares of its stock or subdivide or in any way reclassify any shares of its capital stock, or repurchase reacquire, cancel, or redeem any such shares.

4.4 Assets. The assets, property, and rights now owned by the Corporation will be used, preserved, and maintained, as far as practicable, in the ordinary course of business, to the same extent and in the same condition as said assets, property, and rights are on the date of this Agreement, and no unusual or novel methods of manufacture, purchase, sale, management, or operation of said properties or business or accumulation or valuation of inventory will be made or instituted. Without the prior consent of Purchaser, the Corporation will not encumber any of its assets or make any commitments relating to such assets, property, or business, except in the ordinary course of its business.

4.5 Insurance. The Corporation will keep or cause to be kept in effect and undiminished the insurance now in effect on its various properties and assets, and will purchase such additional insurance, at Purchaser's cost, as Purchaser may request.

4.6 Employees. The Corporation will not grant to any employee any promotion, any increase in compensation, or any bonus or other award other than promotions, increases, or awards that are regularly scheduled in the ordinary course of business or contemplated on the date of this Agreement or that are, in the reasonable judgement of management of the Corporation, in the Corporation's best interest.

4.7 Public Announcements. No press release or other announcement to the employees, customers, or suppliers of the Corporation related to this Agreement or this purchase will be issued without the joint approval of the parties, unless required by law, in which case Purchaser and Seller will consult with each other regarding the announcement.

Section 5. Covenants of the Corporation and Seller. Corporation and Seller covenant and agree with Purchaser as follows:

5.1 Satisfaction of Conditions. The Corporation will use reasonable efforts to obtain as promptly as practicable the satisfaction of the conditions to Closing set forth in Section 7

and any necessary consents or waivers under or amendments to agreements by which the Corporation is bound.

5.2 Action After the Closing. Upon the reasonable request of any party hereto after the Closing, any other party will take all action and will execute all documents and instruments necessary or desirable to consummate and give effect to this purchase. These include, by way of illustration and not by way of limitation, the following:

5.2.1 Various conditions relating to filing, payment, and collecting of refunds relating to taxes;

5.2.2 Resignations of each of the directors of the Corporation;

5.2.3 Provisions relating to delivery of Corporate books and records;

5.2.4 Provisions relating to treatment of confidential proprietary information obtained in the acquisition process; and if Purchaser is concerned that Seller is not getting corporate approval in due time (or vice versa), the following covenant may be considered.

Seller will cause a meeting of its shareholder to be called and held as soon as practicable, will recommend approval of the transaction to its shareholder, and will use its best efforts to obtain shareholder approval.

Section 6. Covenant of Purchaser. Purchaser will use its best efforts to cause the conditions set forth in Section 8 to be satisfied.

Section 7. Conditions Precedent to the Obligations of Purchaser. Each and every obligation of Purchaser under this Agreement is subject to the satisfaction, at or before the Closing, of each of the following conditions:

7.1 Representations and Warranties; Performance. Each of the representations and warranties made by the Corporation herein will be true and correct in all material respects as of the Closing with the same effect as though made at that time except for changes contemplated, permitted, or required by this Agreement; Seller and the Corporation will have performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by them prior to the Closing; and Purchaser will have received, at the Closing, a certificate of the Corporation and Seller, signed by the President and the Chief Financial Officer of the Corporation and Seller, stating that each of the representations and warranties made by the Corporation herein is true and correct in all material respects as of the Closing except for changes contemplated, permitted, or required by this Agreement and that Seller and the Corporation have performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by them prior to the Closing.

7.2 Material Change. From the date of this Agreement to the Closing, the Corporation shall not have suffered any material adverse change (whether or not such change is referred to or described in any supplement to any Exhibit or Schedule to this Agreement) in

its business prospects, financial condition, working capital, assets, liabilities (absolute, accrued, contingent, or otherwise), or operations.

7.3 Corporate Action. Seller will have furnished to Purchaser:

7.3.1 The corporate charter and all amendments thereto and restatements thereof of the Corporation certified by the official having custody over corporate records in the jurisdiction of incorporation of the corporation in question;

7.3.2 The current bylaws and minutes of all meetings and consents of shareholders and directors of the Corporation;

7.3.3 All stock transaction records of the Corporation; and

7.3.4 A certificate of the Secretary or Assistant Secretary of the Corporation as to the accuracy, currency, and completeness of each of the above documents, the incumbency and signatures of officers of the Corporation, the absence of any amendment to the charter documents of the Corporation, and the absence of any proceeding for dissolution or liquidation of the Corporation.

Section 8. Conditions Precedent to the Obligations of the Corporation and Seller. Each and every obligation of Seller and the Corporation under this Agreement is subject to the satisfaction, at or before the Closing, of each of the following conditions:

8.1 Representations and Warranties; Performance. Each of the representations and warranties made by Purchaser herein will be true and correct in all material respects as of the Closing with the same effect as though made at that time except for changes contemplated, permitted, or required by this Agreement; Purchaser will have performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by it prior to the Closing; and Seller will have received, at the Closing, a certificate of Purchaser, signed by the President and the Chief Financial Officer of Purchaser, stating that each of the representations and warranties made by Purchaser herein is true and correct in all material respects as of the Closing except for changes contemplated, permitted, or required by this Agreement and that Purchaser has performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by it prior to the Closing.

8.2 Corporate Action. Purchaser will have furnished to Seller a copy, certified by the Secretary of an Assistant Secretary of Purchaser, of the resolutions of Purchaser authorizing the execution, delivery, and performance of this Agreement.

Section 9. Closing.

9.1 Time, Place, and Manner of Closing. Unless this Agreement has been terminated and this purchase has been abandoned pursuant to the provisions of Section 10, the closing ("Closing") will be held at the offices of Zimmerman, Kiser & Sutcliffe, P.A., at 315 E. Robinson Street, Suite 600, Orlando, Florida, 32801, or such other place as the parties may agree, on September 26, 2012, or as soon as practicable after the satisfaction of the various conditions precedent to the Closing set forth herein. At the Closing the parties to this Agreement will exchange certificates, payment of the Purchase Price and other instruments and documents in order to determine whether the terms and conditions of this Agreement have been satisfied. Upon the determination of each party that its conditions to consummate this purchase have been satisfied or waived, Seller shall deliver to Purchaser the certificate(s) evidencing the Shares, duly endorsed for transfer, or if the certificates cannot be located, suitable documentation to transfer ownership of the shares, and Purchaser shall deliver to Seller the Purchase Price as set forth in Section 1.3, in a manner to be agreed upon by the parties. After the Closing, Seller, at Purchaser's cost, will execute, deliver, and acknowledge all such further instruments of transfer and conveyance and will perform all such other acts as Purchaser may reasonably request to effectively transfer the Shares.

9.2 Consummation of Closing. All acts, deliveries, and confirmations comprising the Closing regardless of chronological sequence shall be deemed to occur contemporaneously and simultaneously upon the occurrence of the last act, delivery, or confirmation of the Closing and none of such acts, deliveries, or confirmations shall be effective unless and until the last of the same shall have occurred. The time of the Closing has been scheduled to correspond with the close of business at the principal office of the Corporation and, regardless of when the last act, delivery, or confirmation of the Closing shall take place, the transfer of the Shares shall be deemed to occur as of the close of business at the principal office of the Corporation on the date of the Closing.

Section 10. Termination.

10.1 Termination for Cause. If, pursuant to the provisions of Section 7 or 8 of this Agreement, Seller or Purchaser is not obligated at the Closing to consummate this Agreement, then the party who is not so obligated may terminate this Agreement.

10.2 Termination Without Cause. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time without further obligation or liability on the part of any party in favor of any other by mutual consent of Purchaser and Seller.

10.3 Termination Procedure. Any party having the right to terminate this Agreement due to a failure of a condition precedent contained in Sections 7 or 8 hereto may terminate this Agreement by delivering to the other party written notice of termination, and thereupon, this Agreement will be terminated without obligation or liability of any party.

Section 11. Miscellaneous Provisions.

11.1 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified, or supplemented only by a written agreement signed by Purchaser and Seller.

11.2 Waiver of Compliance; Consents

11.2.1 Any failure of any party to comply with any obligation, covenant, agreement, or condition herein may be waived by the party entitled to the performance of such obligation, covenant, or agreement or who has the benefit of such condition, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

11.2.2 Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent will be given in a manner consistent with the requirements for a waiver of compliance as set forth above.

11.3 Notices. All notices, requests, demands, and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given when delivered by hand or two days after being mailed by certified or registered mail, return receipt requested, with postage prepaid:

If to Purchaser, or to the Corporation after the Closing, to:	Copy to:
Louis F. Garrard, V 5574 Commercial Boulevard N.W. Winter Haven, FL 33880	Dwayne Gray, Esq. Zimmerman, Kiser & Sutcliffe, P.A. 315 E. Robinson Street, Suite 600 Orlando, FL 32801

or to such other person or address as Purchaser furnishes to Seller pursuant to the above.

If to the Corporation or Seller before the Closing, to:	Copy to:
KENNETH J. KNOWLTON 227 Caloosa Lake Cir. N. Lake Wales, FL 33853	James C. McClendon II, Esq. Weaver, McClendon & Penrod, LLP Post Office Box 466 Lake Wales, FL 33859-0466

or to such other address as Seller furnishes to Purchaser pursuant to the above.

11.4 Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement.

11.5 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

11.6 Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

11.7 Attorney Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

11.8 Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or a legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday, or legal holiday.

11.9 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

11.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11.11 Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

11.12 Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

11.13 Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

11.14 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

11.15 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Dated: 9/26/12

Glenbrook Properties, LLC
A Florida limited liability company

by: _____
LOUIS F. GARRARD, V, President

Crooked Lake Park Sewerage Company
A Florida corporation

by: Kenneth J. Knowlton
KENNETH J. KNOWLTON, President

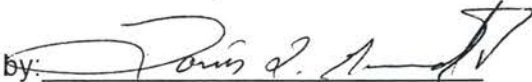
Kenneth J. Knowlton
KENNETH J. KNOWLTON, Individually

11.15 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Dated: 9/26/12

Glenbrook Properties, LLC
A Florida limited liability company

Crooked Lake Park Sewerage Company
A Florida corporation

by: 
LOUIS F. GARRARD, V, President

by: _____
KENNETH J. KNOWLTON, President

KENNETH J. KNOWLTON, Individually

EXHIBIT "C"

The Buyer paid cash to purchase
One Hundred Percent of the Stock
in Crooked Lake Park Sewerage Company,
a Florida corporation

EXHIBIT "D"

The sole member of the buyer, Louis F. Garrard, V,
contributed the cash as a capital contribution to buyer
to purchase One Hundred Percent (100%) of the
outstanding stock of Crooked Lake Park Sewerage Company

EXHIBIT "E"

Crooked Lake Park Sewerage Company
is under a notice of violation and consent order. The
following is the list of improvements, repairs and costs:

EXHIBIT "F"

Will be provided at a later date

EXHIBIT "G"

Will be provided at a later date

EXHIBIT "H"

Will be provided at a later date

EXHIBIT "I"

Old Republic National Title Insurance Company

**COMMITMENT
Schedule A**

Effective Date:
August 1, 2012 @ 11:00 PM

Agent's File Reference:
11147-0001

Premium
\$ TBD

1. Policy or Policies to be issued: Proposed Amount of Insurance:
- OWNER'S: ALTA Owner's Policy (6/17/06). (With Florida Modifications) \$100,000.00
- Proposed Insured: GLENBROOK PROPERTIES, LLC
- MORTGAGEE: ALTA Loan Policy (6/17/06). (With Florida Modifications) \$
- Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

3. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

CROOKED LAKE PARK SEWERAGE COMPANY, a Florida corporation

4. The land referred to in this Commitment is described as follows:

Tract #1:

Lot X, Block "H" of CROOKED LAKE PARK, TRACT NUMBER FOUR, according to plat thereof recorded in Plat Book 42, Page 13, public records of Polk County, Florida.

Tract #2:

Begin at the Southwest corner of the North 1/2 of the NE 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida, thence North 0°18'30" West along the West line of the said North one-half of the NE 1/4 of the NE 1/4 300 feet; thence East 249.93 feet; thence South 0°18' 30" East parallel to the West

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

<p>Issuing Agent:</p> <p>STRAUGHN & TURNER, P.A. P.O. Box 2295 Winter Haven, FL 33883</p>
--

Agent No.: 8219



Agent's Signature

Old Republic National Title Insurance Company
COMMITMENT
Schedule A (Continued)

Agent's File Reference:
11147-0001

line of the said North one-half of the NE 1/4 of the NE 1/4 to a point on the South line of the said North one-half of the NE 1/4 of the NE 1/4; thence West along said South line 249.93 feet to the point of beginning.

Tract #3:

The South 55 feet of the East 80 feet of the NE 1/4 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida.

Old Republic National Title Insurance Company

COMMITMENT Schedule B-I

Agent's File Reference:
11147-0001

- I. The following are the requirements to be complied with:
1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
 2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
 - A. Warranty Deed from CROOKED LAKE PARK SEWERAGE COMPANY, a Florida corporation, to GLENBROOK PROPERTIES, LLC, a Florida limited liability company.
 3. A search commencing with the effective date of this commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
 4. Satisfactory evidence must be furnished establishing that Crooked Lake Park Sewerage Company, is duly organized, validly existing, and in good standing under the laws of Florida (at date of acquisition of the interest or lien on the insured property and at the present time, or at date of purchase and at date of sale).
 5. Satisfactory evidence must be furnished establishing that Glenbrook Properties, LLC is duly organized, validly existing, and in good standing under the laws of the state of origin (at date of acquisition of the interest or lien on the insured property and at the present time, or at date of purchase and at date of sale). If there is no governmental agency in charge of business entity records from which a certificate of good standing can be obtained, then an attorney or notary public in the state or country of origin, who has examined the appropriate business entity records, can provide the certificate.
 6. Review of a true and correct copy of regulations or operating agreement to verify who may sign for the company as well as procedures to authorize such signatory. Further requirements may be necessary upon review thereof. If the regulations or operating agreement is not produced, then all of the members of the limited liability company, or a majority of the members if the number of members is substantial, must execute an affidavit consenting to the transaction. The affidavit shall establish the names of all the current members of the limited liability company.
 7. A determination should be made that the limited liability company is not one of a family or group of entities. If it is, then it should be determined that none of the other entities in this family or group of entities is a debtor in bankruptcy. The determination may be made by an affidavit of the manager or managing member of the limited liability company. In the event that one or more of the other entities is a debtor in bankruptcy, Fund underwriting counsel must approve the transaction before title is insured.
 8. A determination should be made that the member executing the Mortgage is not a debtor in bankruptcy and has not been a debtor in bankruptcy since becoming a member of the limited liability company. If the LLC is a sole member LLC, then a determination should be made there are no creditors who have acquired or are attempting to acquire control of the LLC by executing on or attaching or seizing the member's interest in the LLC. These determinations may be made by an affidavit of the member executing the instruments to be insured.
 9. Satisfactory evidence must be furnished establishing that the subject property does not constitute all or substantially all of the assets of Crooked Lake Park Sewerage Company. If it does, satisfactory evidence must be provided complying with Sec. 607.1201 or Sec. 607.1202, F.S.

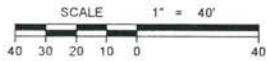
Old Republic National Title Insurance Company

COMMITMENT Schedule B-II

Agent's File Reference:
11147-0001

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
 2.
 - a. General or special taxes and assessments required to be paid in the year 2012 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements, or claims of easements, not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
 3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
 4. Easement to Florida Power Corporation recorded in O.R. Book 1150, Page 208, and O.R. Book 1381, Page 77 Public Records of Polk County, Florida.
 5. All matters contained on the Plat of Crooked Lake Park Tract Number 4, as recorded in Plat Book 42, Page 13, Public Records of Polk County, Florida.

BOUNDARY SURVEY



LEGAL DESCRIPTION

Tract # 1 (SHOWN ON SHEET 2 OF 2):
 Lot X, Block "H" of CROOKED LAKE PARK, TRACT NUMBER FOUR,
 according to plat thereof recorded in Plat Book 42, Page 13, public records of
 Polk County, Florida.

Tract # 2 (SHOWN ON SHEET 1 OF 2):
 Begin at the Southwest corner of the North 1/2 of the NE 1/4 of the NE 1/4 of
 Section 35, Township 30 South, Range 27 East, Polk County, Florida, thence
 North 0°18'30" West along the West line of the said North one-half of the NE
 1/4 of the NE 1/4 300 feet; thence East 249.93 feet; thence South 0°18'30"
 East parallel to the West line of the said North one-half of the NE 1/4 of the
 NE 1/4 to a point on the South line of the said North one-half of the NE 1/4 of
 the NE 1/4; thence West along said South line 249.93 feet to the point of
 beginning.

Tract # 3 (SHOWN ON SHEET 1 OF 2):
 The South 55 feet of the East 80 feet of the NE 1/4 of the NW 1/4 of the NE
 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida.

INSURANCE NOTES
 POLK LAND SURVEYING
 IS COVERED BY
 GENERAL LIABILITY
 INSURANCE.

THE SURVEY DEPICTED
 HERE IS NOT COVERED
 BY PROFESSIONAL
 LIABILITY INSURANCE.

THIS SURVEY IS CERTIFIED TO:
 Glenbrook Properties, LLC
 Platinum Bank
 Straughn & Turner, P.A.
 Old Republic National Title Insurance Company

POLK LAND SURVEYING, INC.

Florida Licensed Business Number 7930

1104 Big Oak Drive
 Lake Wales, FL 33898
 Phone: (863) 632-4424
 Fax: 1-888-650-0789
 polks@yahoo.com

SURVEYORS REPORT AND NOTES

- 1) The Survey depicted here appears to be in Zone "X" as shown on the F.E.M.A. Flood Insurance Rate Map Number 12105C 0730 F, effective date 12/20/2000.
- 2) Property is East and adjacent to 4639 U.S. Highway 27, Lake Wales, Florida, 33853.
- 3) Bearings are based on the East right of way of U.S. Highway 27, as shown on Survey Map. Said bearing is assumed.
- 4) This Survey Map and Report or the copies thereof are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 5) Underground utilities and underground encroachments not shown.
- 6) Dashed lines and fences may not be to scale. Dimensions for said lines and fences are exact.
- 7) Title Commitment was furnished by Straughn & Turner, P.A.
- 8) Additions or deletions to survey maps or reports by other than the signing surveyor are prohibited without written consent of the signing surveyor.
- 9) The electronic signature and seal appearing on this document was authorized by Mike Baerhold, PSM on 9/04/2012.
- 10) Subject to any easements of record including the following:
 Florida Power Easement as recorded in Official Records Book 1381, Page 77 and Official Records Book 1150, Page 208 (not shown on survey map).

SURVEYORS CERTIFICATION

I, the undersigned Florida Licensed Surveyor and Mapper, do hereby certify that I have completed this survey in compliance with chapters 5J-17.050, 5J-17.051 and 5J-17.052 of the Florida Administrative Code (the Florida minimum technical standards for Surveyors and Mappers)

mi B 9/04/2012
MIKE BAERHOLD, PSM
 Professional Surveyor and Mapper License Number 5575

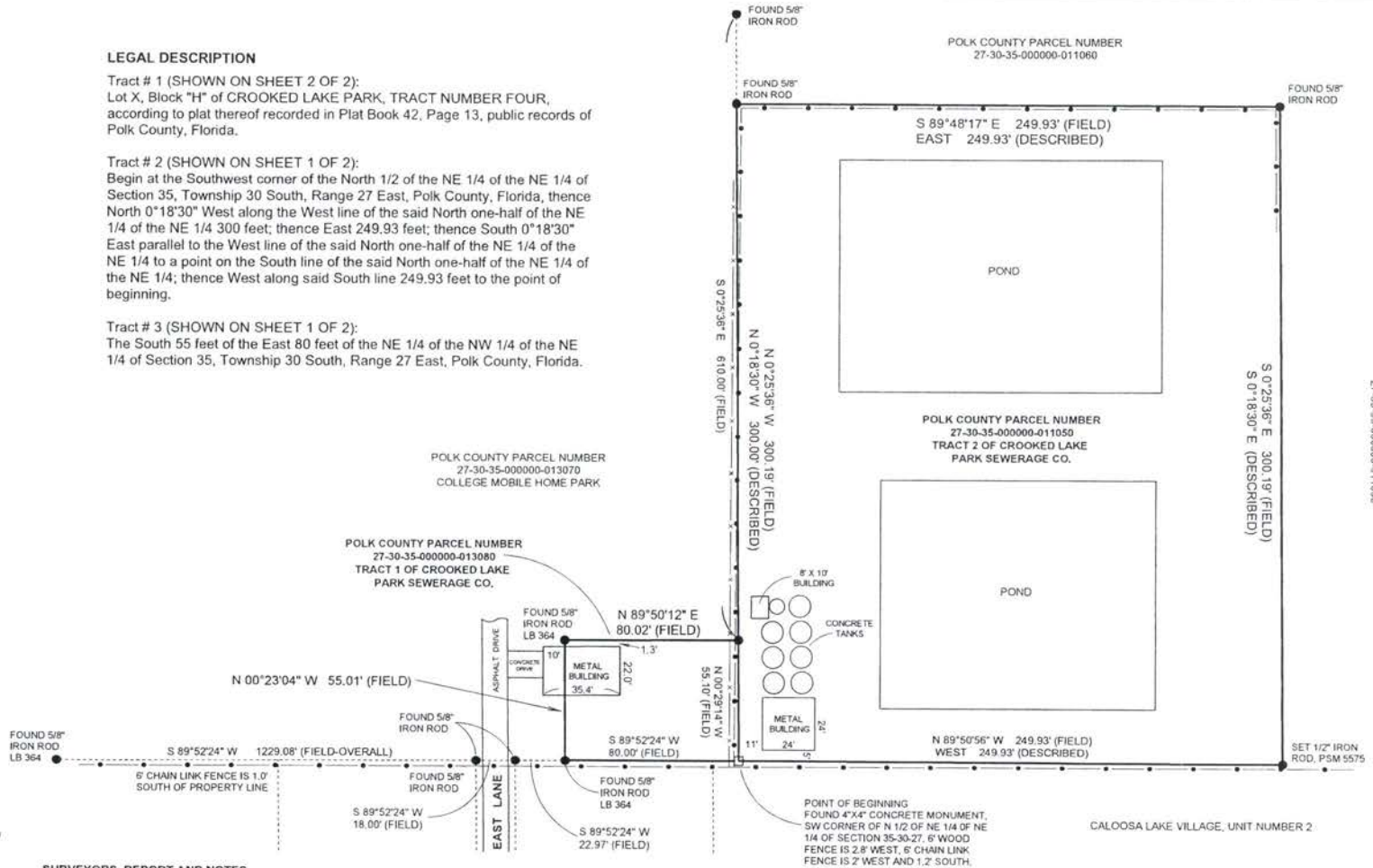


Project Number:
 PLS-127-12-Sewage

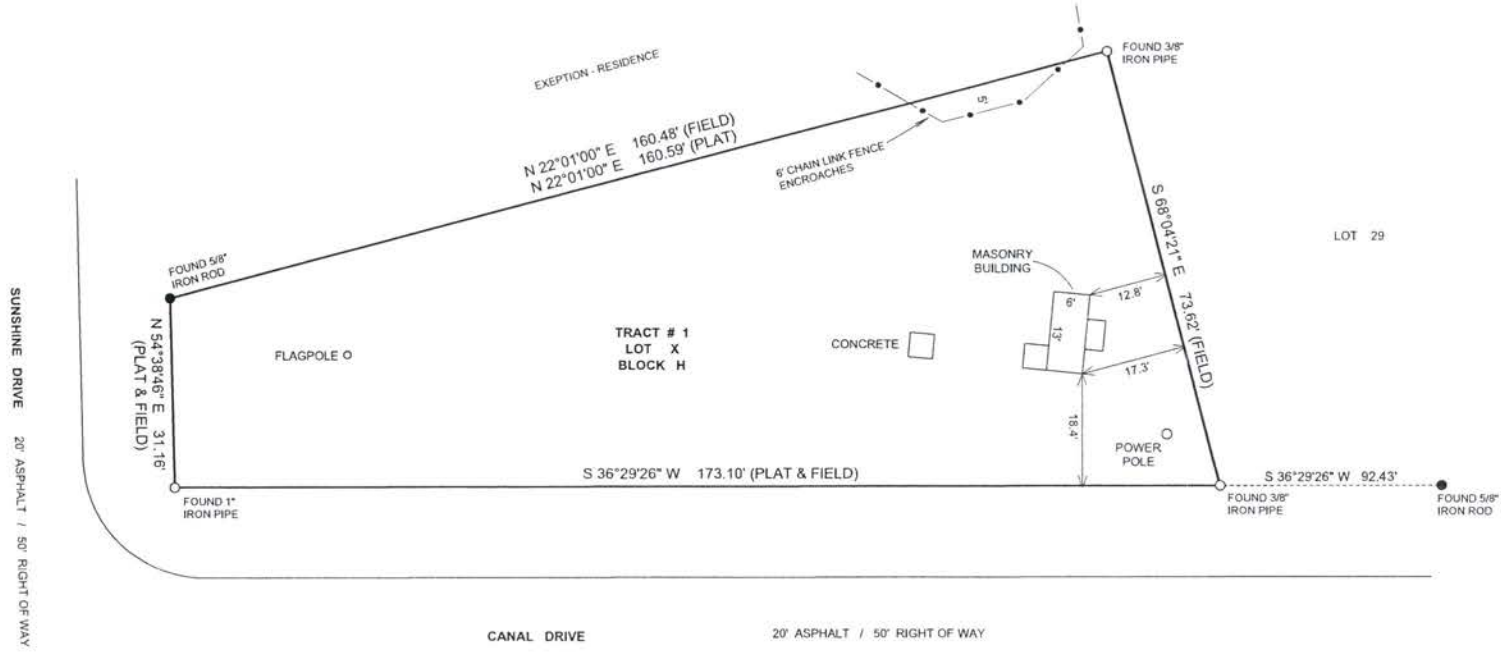
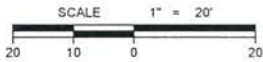
Last Field Work Date:
 August 29, 2012.

Field Book 2, Page 15 & 16

Sheet 1 of 2



BOUNDARY SURVEY



SURVEYORS REPORT AND NOTES

- 1) The Survey depicted here appears to be in Zone " X " as shown on the F.E.M.A. Flood Insurance Rate Map Number 12105C 0730 F, effective date 12/20/2000.
- 2) Property is located North & West of the intersection of Sunshine Drive and Canal Drive, Lake Wales, Florida, 33853.
- 3) Bearings are based on the North right of way of Canal Drive, as shown on Survey Map. Said bearing is assumed.
- 4) This Survey Map and Report or the copies thereof are not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 5) Underground utilities and underground encroachments not shown.
- 6) Dashed lines and fences may not be to scale. Dimensions for said lines and fences are exact.
- 7) Title Commitment was furnished by Straughn & Turner, P.A.
- 8) Additions or deletions to survey maps or reports by other than the signing surveyor are prohibited without written consent of the signing surveyor.
- 9) The electronic signature and seal appearing on Sheet 1 of 2 was authorized by Mike Baerhold, PSM on 9/04/2012.
- 10) Subject to any easements of record.

SEE SHEET 1 OF 2 FOR TRACTS # 1 AND 2

POLK LAND SURVEYING, INC.

Florida Licensed Business Number 7930

1104 Big Oak Drive
 Lake Wales, Fl. 33898
 Phone: (863) 632-4424
 Fax: 1-888-650-0789
 polkls@gmail.com

Project Number:
 PLS-127-12-Sewage

Last Field Work Date:
 August 29, 2012.

Field Book 2, Page 15 & 16

Sheet 2 of 2