

STATE OF FLORIDA

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DIVISION OF THE COMMISSION CLERK &  
ADMINISTRATIVE SERVICES  
BLANCA S. BAYÓ  
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(850) 413-6770 (CLERK)  
(850) 413-6330 (ADMIN)

Public Service Commission

November 13, 2001

F. Marshall Deterding, Esq.  
Rose, Sundstrom and Bentley, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301

**Re: Docket No. 010503-WU - Aloha Utilities, Inc. escrow agreement**

Dear Mr. Deterding:

Enclosed is the escrow agreement obtained by Aloha in accordance with requirements approved in the Commission's agenda conference on November 6. The agreement has been signed by Blanca Bayó, the Commission's designated agent in such matters, and is being returned to you for forwarding to the bank.

Please let me know if anything further is required.

Sincerely,

A handwritten signature in cursive script that reads "Kay Flynn".

Kay Flynn, Chief  
Bureau of Records and Hearing Services

Enclosure

cc: Ralph Jaeger, Esq., Division of Legal Services  
Bart Fletcher, Division of Economic Regulation

DOCUMENT NUMBER DATE

14373 NOV 13 01

FPSC-COMMISSION CLERK

**CCA Official Filing:**

**11/13/01\*\*\*\*\*9:46 AM\*\*\*\*\*Kay Flynn\*\*\*\*\*1**

Kay Flynn

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**From:** Kay Flynn  
**Sent:** Tuesday, November 13, 2001 9:47 AM  
**To:** Ralph Jaeger  
**Cc:** Hong Wang; Blanca Bayo; Bart Fletcher  
**Subject:** RE: escrow agreement in Aloha docket 010503-WU

Thanks.

-----Original Message-----

**From:** Ralph Jaeger  
**Sent:** Tuesday, November 13, 2001 7:46 AM  
**To:** Kay Flynn  
**Cc:** Hong Wang; Blanca Bayo; Bart Fletcher  
**Subject:** RE: escrow agreement in Aloha docket 010503-WU

I have reviewed the escrow agreement and it is ok.

-----Original Message-----

**From:** Kay Flynn  
**Sent:** Monday, November 12, 2001 8:55 AM  
**To:** Ralph Jaeger  
**Cc:** Hong Wang; Blanca Bayo; Bart Fletcher  
**Subject:** escrow agreement in Aloha docket 010503-WU

Ralph, I see you were cc'd on Marty Deterding's letter with escrow agreement filed Friday. Have you had a chance to review it? Is the agreement acceptable and okay for Blanca's signature?

Kay

LAW OFFICES  
**ROSE, SUNDBSTROM & BENTLEY, LLP**  
2548 BLAIRSTONE PINES DRIVE  
TALLAHASSEE, FLORIDA 32301  

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(850) 877-6555

CHRIS H. BENTLEY, P.A.  
F. MARSHALL DETERDING  
MARTIN S. FRIEDMAN, P.A.  
JOHN R. JENKINS, P.A.  
STEVEN T. MINDLIN, P.A.  
JOSEPH P. PATTON  
DAREN L. SHIPPY, LL.M. TAX  
WILLIAM E. SUNDBSTROM, P.A.  
DIANE D. TREMOR, P.A.  
JOHN L. WHARTON

November 9, 2001  
**VIA HAND DELIVERY**

**ORIGINAL**

MAILING ADDRESS  
POST OFFICE BOX 1567  
TALLAHASSEE, FLORIDA 32302-1567

TELECOPIER (850) 656-4029

RECEIVED-FPSC  
NOV 9 PM 2:41  
COMMISSION CLERK  
ROBERT M. C. ROSE  
OF COUNSEL

Blanca S. Bayo, Director  
Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Aloha Utilities, Inc.; PSC Docket No. 010503-WU  
Application for Water Rate Increase  
Our File No. 26038.35

Dear Ms. Bayo:

Attached in accordance with the requirements of Commission action on interim rates in the above-referenced docket taken at last Tuesday's agenda (November 6, 2001) is an executed Escrow Agreement to secure any potential refunds of interim rates. This is a standard Escrow Agreement as previously approved in a recent rate proceeding before the PSC. Please execute the relevant portions of the Escrow Agreement documents and keep a copy for your records.

If you will let me know by phone when this has been done, I will send someone over to obtain the documents and return them to the bank and the Utility to avoid delay in mailing. Thank you in advance for your immediate attention to this matter.

Sincerely,

ROSE, SUNDBSTROM & BENTLEY

  
F. Marshall Deterding  
For The Firm

FMD/tms  
APP \_\_\_\_\_  
CAF ~~cc:~~ \_\_\_\_\_  
CMP \_\_\_\_\_  
COM \_\_\_\_\_  
CTR aloha35\10bayo.ltr  
ECR \_\_\_\_\_  
LEG \_\_\_\_\_  
OPC \_\_\_\_\_  
PAI \_\_\_\_\_  
RGO \_\_\_\_\_  
SEC \_\_\_\_\_  
SER \_\_\_\_\_  
OTH \_\_\_\_\_

## ESCROW AGREEMENT

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

### WITNESSETH:

WHEREAS, Aloha Utilities, Inc. filed its application for increased water rates for its Seven Springs system on August 10, 2001 and;

WHEREAS, pursuant to the provisions of Chapter 367.082, Florida Statutes, the Commission authorized the Utility to implement interim rates during the pendency of its review of the Application and determination of the appropriate amount of the final rate increase and;

WHEREAS, pursuant to the provisions of Section 367.082, Florida Statutes and the Commission's decision of November 6, 2001, the Utility must implement those rates under appropriate security, including among other alternatives, escrow of all such increases and;

WHEREAS, on November 6, 2001, the FPSC voted to allow the Utility to implement increased interim rates subject to refunds during the pendency of this proceeding.

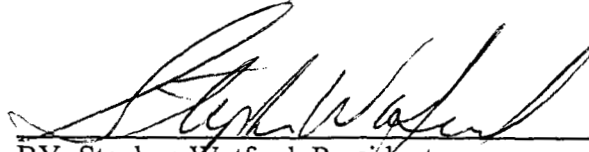
WHEREAS, the Bank has agreed to hold such funds in an interest bearing account, the parties agree as follows:

1. The foregoing representations are true and correct.
2. The difference between the prior approved rates of Aloha's Seven Springs water system and the increased rates being implemented as authorized pursuant to the Commission's decision of November 6, 2001 on interim, shall be deposited by the Utility in an escrow account held by the Bank.
3. The escrow account shall bear interest at the prevailing rate.
4. No funds will be withdrawn from the escrow account without the signature of both the Director of the Division of Records and Reporting of the FPSC and the President of the Utility. Signature cards executed by the Director of the Division of the Commission Clerk and Administrative Services of the FPSC and the President of the Utility shall designate the appropriate authorized signature for each.
5. The Bank shall forward regular monthly statements (including canceled checks) to the Utility and shall mail a copy of the monthly account statement to the FPSC, Attn: Blanca S. Bayo, Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.
6. The Bank may, without reason, withdraw from this Agreement upon thirty (30) days written notice to the FPSC and to the Utility.
7. The Utility shall indemnify and hold the Bank harmless from any claim, demand or loss suffered by the Bank, and the cost thereof (including court costs and attorney fees for negotiation, trial and appeal).

8. This escrow account is established pursuant to the provisions of Section 367.082, Florida Statutes for the benefit of the Utility's customers, in the event that the final rates approved by the Commission are less than those implemented by Aloha on November 6, 2001.
9. Information concerning the escrow account shall be available from the Bank to the FPSC and its representatives at all times.
10. Pursuant to Cosentino v. Elson, 263 So.2d 253 (Fla. 3rd DCA 1972), escrow accounts are not subject to garnishment.

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

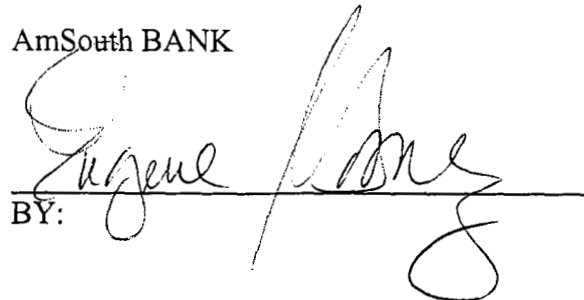
ALOHA UTILITIES, INC.

  
BY: Stephen Watford, President

(Corporate Seal)

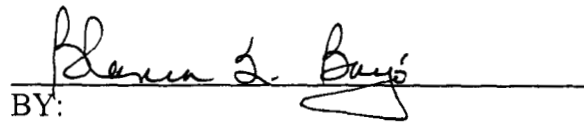
AmSouth Bank of Florida  
Holiday Office  
2338 U.S. Hwy 19  
Holiday, FL 34691

AmSouth BANK

  
BY:

(Corporate Seal)

FLORIDA PUBLIC SERVICE COMMISSION

  
BY:  
Director, Division of the Commission  
Clerk and Administrative Services

(Seal)

# AMSOUTH (Non-Personal Checking/Savings Services)

Florida HOLIDAY 00322  
 BANK NAME BRANCH NAME BRANCH NO.

ALOHA UTILITIES INC ESCROW ACCOUNT 591299038  
 CUSTOMER NAME FEDERAL TAX ID#

8916 PERRINE RANCH RD NEW PORT RICHEY, FL 34655-3904  
 CUSTOMER ADDRESS

CUSTOMER E-MAIL ADDRESS(ES)  
 727-372-0115 10/26/2001 F016971 322MG  
 PRIMARY PHONE SECONDARY PHONE OPEN DATE OPENED BY OFFICER NUMBER

Please check appropriate box:  Individual/Sole Proprietor  Corporation  Partnership  Other

If this account is a proprietorship or partnership account, the person(s) signing below: (a) authorizes the bank named above (the "Bank") to open the account noted below in the name of the proprietorship/partnership listed on this application for the account; (b) agrees to be bound by the terms of the Bank's customer agreement, rules and regulations, and schedule of charges, as now in force and as amended from time to time hereafter, related to the account noted below; and (c) acknowledges receipt of a copy of the applicable customer agreement now in force.

If this is a partnership account, it is also agreed that: (a) each of the persons signing below is a general and not a limited partner, unless otherwise noted on this form and other documents which may be required, and that there are no other partners; (b) each signator indicated below has full authority to represent, sign for, and bind the partnership; and (c) the authority of each partner, unless otherwise indicated, shall be binding upon the partnership and every member thereof, notwithstanding any death, dissolution, or other circumstances until written notice of revocation of such authority from one of them shall have been received by the Bank.

If this account is a corporation or organization account, it is agreed that the Certified copy of Resolution of the Board of Directors shall be a part of the applicable customer agreement for the account noted below. By signing below, the authorized signators for such an account: (a) agree that the corporation or organization shall be bound by the terms of the Bank's customer agreement, rules and regulations, and schedule of charges, as now in force and as amended from time to time hereafter, related to the account noted below; and (b) acknowledges receipt of a copy of the applicable customer agreement now in force.

If this account is established by a Limited Liability Company (LLC) it is agreed that: (a) the party or parties named below serve as a manager or member of the LLC or have been expressly appointed in writing by a manager or member of the LLC to handle banking transactions for the LLC; (b) each party has full authority to represent, sign for and bind the LLC; (c) the authority of each person so named shall continue until written notice of revocation of such authority in form and content satisfactory to the Bank shall have been received by the Bank and (d) the LLC acknowledges receipt of and agrees to be bound by the Bank's customer agreement, rules and regulations and pricing schedules as are now in force and as may be amended from time to time in the future.

If this account is a Public Funds Account held by a public entity, it is also agreed that each of the persons signing below has been authorized by the public entity to act for it in opening this account and in making the following representations: (a) the public entity agrees to be bound by the rules of the Bank in relation to the AmSouth Public Funds Account as now in force and as they may be amended from time to time hereafter and hereby acknowledges receipt of a copy of the applicable rules as now in force; and (b) the public entity hereby certifies: (i) that its funds are derived solely from tax dollars and (ii) that it is a governmental entity or an organization not operated for profit and operated primarily for educational or other similar purposes.

The Bank is authorized to pay checks, drafts, notes or other orders of withdrawal, or to receive the same for credit of, or in payment from the payee, or any other legal holder when so signed, without inquiry into the circumstances of issue or the disposition of their proceeds, whether drawn to the individual order or tendered in payment of individual obligations of the person(s) signing below or otherwise. The Bank is authorized to supply any endorsement for the proprietorship/partnership/corporation/organization/public entity on any check or other instrument tendered for deposit to this account and it is hereby relieved of any liability in connection with collection of such items which are handled by it without negligence and it shall not be liable for the acts of its agents, sub-agents or others or for any casualty. Any amount not collected on items deposited to this account may be charged back to this account, including expenses incurred, and any other outside expense incurred on account of this account, including reasonable attorneys' fees, may be charged to it. All operating fees not collected may also be charged back to this account or, if grouped, the account to charge.

### Signature Card

Account Title and Mailing Address	ALOHA UTILITIES INC ESCROW ACCOUNT ESCROW ACCOUNT 6916 PERRINE RANCH RD NEW PORT RICHEY, FL 34655-3904	Account Number	[REDACTED]
		Account Type	DA RelationshipPlus - Business Checking
Signature		Type or Print Name & Title	Stephen G. Watford Aloha Utilities, Inc.
Signature		Type or Print Name & Title	Blanca S. Bayo FL. Public Service Commission
The signature(s) appearing above is/are duly authorized signature(s) of this proprietorship/partnership/corporation/organization/public entity which the Bank will recognize in the payment of funds and the transaction of other business for this account.			
Checks, drafts, acceptance, notes and other transactions must bear <u>Two (2)</u> of the within mentioned signatures.			

Thank you for banking with AmSouth!

### Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including U.S. resident alien).

Note - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Customer Signature Date 10/26/2001

# AMSouth Account Package (Non-Personal Checking/Savings Services)

Florida HOLIDAY 00322  
 BANK NAME BRANCH NAME BRANCH NO.

ALOHA UTILITIES INC ESCROW ACCOUNT 591299038  
 CUSTOMER NAME FEDERAL TAX ID#

6915 PERRINE RANCH RD NEW PORT RICHEY, FL 34655-3904  
 CUSTOMER ADDRESS

CUSTOMER E-MAIL ADDRESS(S)  
 727-372-0115 10/28/2001 FO16971 322MG  
 PRIMARY PHONE SECONDARY PHONE OPEN DATE OPENED BY OFFICER NUMBER

Please check appropriate box:  Individual/Sole Proprietor  Corporation  Partnership  Other

If this account is a proprietorship or partnership account, the person(s) signing below: (a) authorize the bank named above (the "Bank") to open the account noted below in the name of the proprietorship/partnership listed on the application for the account; (b) agree to be bound by the terms of the Bank's customer agreement, rules and regulations, and schedule of charges, as now in force and as amended from time to time hereafter, related to the account noted below; and (c) acknowledges receipt of a copy of the applicable customer agreement now in force.

If this is a partnership account, it is also agreed that: (a) each of the persons signing below is a general and not a limited partner, unless otherwise noted on this form and other documents which may be required, and that there are no other partners; (b) each signator indicated below has full authority to represent, sign for, and bind the partnership; and (c) the authority of each partner, unless otherwise indicated, shall be binding upon the partnership and every member thereof, notwithstanding any death, dissolution, or other circumstances until written notice of revocation of such authority from one of them shall have been received by the Bank.

If this account is a corporation or organization account, it is agreed that the Certified copy of Resolution of the Board of Directors shall be a part of the applicable customer agreement for the account noted below. By signing below, the authorized signators for such an account: (a) agree that the corporation or organization shall be bound by the terms of the Bank's customer agreement, rules and regulations, and schedule of charges, as now in force and as amended from time to time hereafter, related to the account noted below; and (b) acknowledges receipt of a copy of the applicable customer agreement now in force.

If this account is established by a Limited Liability Company (LLC) it is agreed that: (a) the party or parties named below serve as a manager or member of the LLC or have been expressly appointed in writing by a manager or member of the LLC to handle banking transactions for the LLC; (b) each party has full authority to represent, sign for and bind the LLC; (c) the authority of each person so named shall continue until written notice of revocation of such authority in form and content satisfactory to the Bank shall have been received by the Bank and (d) the LLC acknowledges receipt of and agrees to be bound by the Bank's customer agreement, rules and regulations and pricing schedules as are now in force and as may be amended from time to time in the future.

If this account is a Public Funds Account held by a public entity, it is also agreed that each of the persons signing below has been authorized by the public entity to act for it in opening this account and in making the following representations: (a) the public entity agrees to be bound by the rules of the Bank in relation to the AmSouth Public Funds Account as now in force and as they may be amended from time to time hereafter and hereby acknowledges receipt of a copy of the applicable rules as now in force; and (b) the public entity hereby certifies: (i) that its funds are derived solely from tax dollars and (ii) that it is a governmental entity or an organization not operated for profit and operated primarily for educational or other similar purposes.

The Bank is authorized to pay checks, drafts, notes or other orders of withdrawal, or to receive the same for credit of, or in payment from the payee, or any other legal holder when so signed, without inquiry into the circumstances of issue or the disposition of their proceeds, whether drawn to the individual order or tendered in payment of individual obligations of the person(s) signing below or otherwise. The Bank is authorized to supply any endorsement for the proprietorship/partnership/corporation/organization/public entity on any check or other instrument tendered for deposit to this account and it is hereby relieved of any liability in connection with collection of such items which are handled by it without negligence and it shall not be liable for the acts of its agents, sub-agents or others or for any casualty. Any amount not collected on items deposited to this account may be charged back to this account, including expenses incurred, and any other outside expense incurred on account of this account, including reasonable attorneys' fees, may be charged to it. All operating fees not collected may also be charged back to this account or, if grouped, the account to charge.

### Signature Card

Account	ALOHA UTILITIES INC ESCROW ACCOUNT	
Title	ESCROW ACCOUNT	
and	6915 PERRINE RANCH RD	Account Number
Mailing	NEW PORT RICHEY, FL 34655-3904	
Address		DA RelationshipPlus - Business Checking
		Account Type
Signature		Type or Print Name & Title
		Stephen G. Watford Aloha Utilities, Inc.
		Blanca S. Bayo FL Public Service Commission
The signature(s) appearing above is/are duly authorized signature(s) of this proprietorship/partnership/corporation/organization/public entity which the Bank will recognize in the payment of funds and the transaction of other business for this account.		
Checks, drafts, acceptance, notes and other transactions must bear <u>Two (2)</u> of the within mentioned signatures.		

Thank you for banking with AmSouth!

### Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including U.S. resident alien).

Note - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Customer Signature Date 10/26/2001

Distribution Checking: Original - CMI Operations  
 Copy - Customer  
 Distribution Savings: Original - Branch  
 2nd Signed Copy - CMI Operations  
 Copy - Customer

# Account Package

## AMSouth (Non-Personal Checking/Savings Services)

Florida HOLIDAY  
 BANK NAME BRANCH NAME

ALOHA UTILITIES INC ESCROW ACCOUNT 00322  
 CUSTOMER NAME BRANCH NO.

6915 PERRINE RANCH RD NEW PORT RICHEY, FL 34855-3904 591299038  
 CUSTOMER ADDRESS FEDERAL TAX ID#

CUSTOMER E-MAIL ADDRESS(ES)

727-372-0115 10/26/2001 F018971 322MG  
 PRIMARY PHONE SECONDARY PHONE OPEN DATE OPENED BY OFFICER NUMBER

Please check appropriate box:  Individual/Sole Proprietor  Corporation  Partnership  Other

If this account is a proprietorship or partnership account, the person(s) signing below: (a) authorizes the bank named above (the "Bank") to open the account noted below in the name of the proprietorship/partnership listed on this application for the account; (b) agrees to be bound by the terms of the Bank's customer agreement, rules and regulations, and schedule of charges, as now in force and as amended from time to time hereafter, related to the account noted below; and (c) acknowledges receipt of a copy of the applicable customer agreement now in force.

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### Signature Card

Account <b>ALOHA UTILITIES INC ESCROW ACCOUNT</b> Title <b>ESCROW ACCOUNT</b> and <b>6915 PERRINE RANCH RD</b> Mailing <b>NEW PORT RICHEY, FL 34855-3904</b> Address	[Redacted] Account Number  <b>DA RelationshiPlus Business Money Market</b> Account Type
Signature: 	Type or Print Name & Title <b>Stephen G. Watford Aloha Utilities, Inc.</b> <b>Blanca S. Bayo FL. Public Service Commission</b>
The signature(s) appearing above is/are duly authorized signature(s) of this proprietorship/partnership/corporation/organization/public entity which the Bank will recognize in the payment of funds and the transaction of other business for this account.	
Checks, drafts, acceptance, notes and other transactions must bear <b>Two (2)</b> of the within mentioned signatures.	

**Thank you for banking with AmSouth!**

#### Certification

Under penalties of perjury, I certify that:

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2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
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Customer Signature Date 10/26/2001

Distribution Checking: Original - CMI Operations  
 Copy - Customer  
 Distribution Savings: Original - Branch  
 2nd Signed Copy - CMI Operations  
 Copy - Customer



# AMSouth Account Package (Non-Personal Checking/Savings Services)

Florida HOLIDAY 00322  
 BANK NAME BRANCH NAME BRANCH NO.

ALOHA UTILITIES INC ESCROW ACCOUNT 591299038  
 CUSTOMER NAME FEDERAL TAX ID#

6915 PERRINE RANCH RD NEW PORT RICHEY, FL 34655-3904  
 CUSTOMER ADDRESS

CUSTOMER E-MAIL ADDRESSES)  
 727-372-0115 10/26/2001 F016971 322MG  
 PRIMARY PHONE SECONDARY PHONE OPEN DATE OPENED BY OFFICER NUMBER

Please check appropriate box:  Individual/Sole Proprietor  Corporation  Partnership  Other

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If this account is a corporation or organization account, it is agreed that the Certified copy of Resolution of the Board of Directors shall be a part of the applicable customer agreement for the account noted below. By signing below, the authorized signator for such an account: (a) agrees that the corporation or organization shall be bound by the terms of the Bank's customer agreement, rules and regulations, and schedule of charges, as now in force and as amended from time to time hereafter, related to the account noted below; and (b) acknowledges receipt of a copy of the applicable customer agreement now in force.

If this account is established by a Limited Liability Company (LLC) it is agreed that: (a) the party or parties named below serve as a manager or member of the LLC or have been expressly appointed in writing by a manager or member of the LLC to handle banking transactions for the LLC; (b) each party has full authority to represent, sign for and bind the LLC; (c) the authority of each person so named shall continue until written notice of revocation of such authority in form and content satisfactory to the Bank shall have been received by the Bank and (d) the LLC acknowledges receipt of and agrees to be bound by the Bank's customer agreement, rules and regulations and pricing schedules as are now in force and as may be amended from time to time in the future.

If this account is a Public Funds Account held by a public entity, it is also agreed that each of the persons signing below has been authorized by the public entity to act for it in opening this account and in making the following representations: (a) the public entity agrees to be bound by the rules of the Bank in relation to the AmSouth Public Funds Account as now in force and as they may be amended from time to time hereafter and hereby acknowledges receipt of a copy of the applicable rules as now in force; and (b) the public entity hereby certifies: (i) that its funds are derived solely from tax dollars and (ii) that it is a governmental entity or an organization not operated for profit and operated primarily for educational or other similar purposes.

The Bank is authorized to pay checks, drafts, notes or other orders of withdrawal, or to receive the same for credit of, or in payment from the payee, or any other legal holder when so signed, without inquiry into the circumstances of issue or the disposition of their proceeds, whether drawn to the individual order or tendered in payment of individual obligations of the person(s) signing below or otherwise. The Bank is authorized to supply any endorsement for the proprietorship/partnership/corporation/organization/public entity on any check or other instrument tendered for deposit to this account and it is hereby relieved of any liability in connection with collection of such items which are handled by it without negligence and it shall not be liable for the acts of its agents, sub-agents or others or for any casualty. Any amount not collected on items deposited to this account may be charged back to this account, including expenses incurred, and any other outside expense incurred on account of this account, including reasonable attorneys' fees, may be charged to it. All operating fees not collected may also be charged back to this account or, if grouped, the account to charge.

### Signature Card

Account Title and Mailing Address	ALOHA UTILITIES INC ESCROW ACCOUNT ESCROW ACCOUNT 6915 PERRINE RANCH RD NEW PORT RICHEY, FL 34655-3904	Account Number	[REDACTED]
Account Type	DA Relationship Plus Business Money Market		
Signature	Type or Print Name & Title		
	Stephen G. Watford Aloha Utilities, Inc.		
	Blanca S. Bayo FL. Public Service Commission		
The signature(s) appearing above is/are duly authorized signature(s) of this proprietorship/partnership/corporation/organization/public entity which the Bank will recognize in the payment of funds and the transaction of other business for this account.			
Checks, drafts, acceptance, notes and other transactions must bear <u>Two (2)</u> of the within mentioned signatures.			

Thank you for banking with AmSouth!

**Certification**  
 Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including U.S. resident alien).

Note - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Customer Signature  Date 10/26/2001

Distribution Checking: Original - CMI Operations  
 Copy - Customer  
 Distribution Savings: Original - Branch  
 2nd Signed Copy - CMI Operations  
 Copy - Customer

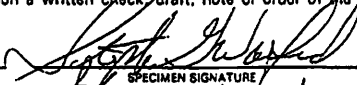
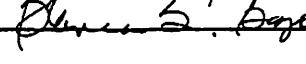
**AMSOUTH** Authorization of Corporation, Partnership, Association or Other Entity to Utilize Deposit or Fee-Based Services

At a meeting of the  Board of Directors,  Board of Trustees,  partners,  other (please specify) \_\_\_\_\_ of Aloha Utilities, Inc.

held on the 31st day of October, 2001, at which a quorum was present, the following resolutions were adopted:

RESOLVED, that Aloha Utilities, Inc. (the "Organization") hereby authorizes AmSouth Bank (the "Bank") to provide the following accounts, products or services as indicated below; and that the following resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by the Bank, and the receipt of said notice shall not effect any action taken by the Bank prior thereto;

RESOLVED, that the Bank be named as a depository of the Organization and, in the case of all depository accounts on which checks, drafts, and/or notes may be written as provided in the Rules and Regulations of the Bank with respect to that type of account so now in force or as may be amended from time to time by the bank, the funds deposited with the bank may be withdrawn upon a written check, draft, note or order of the Organization signed by any \_\_\_\_\_ of the following:

<u>Stephen G. Watford, President</u>	<u>Aloha Utilities, Inc.</u>	
NAME	TITLE	SPECIMEN SIGNATURE
<u>Blanca S. Bayo, Director</u>	<u>FL. Public Service Commission</u>	
NAME	TITLE	SPECIMEN SIGNATURE

and countersigned by any \_\_\_\_\_ of the following:

NAME	TITLE	SPECIMEN SIGNATURE
_____	_____	_____
_____	_____	_____

In the case of depository accounts from which withdrawals may be made upon oral orders as provided in the Rules and Regulations of the Bank with respect to that type of account now in force or as they may be amended from time to time by the Bank, funds deposited with the bank in such accounts may be withdrawn by oral order of any one of the following:

NAME	TITLE
_____	_____

The Bank is authorized to pay checks, drafts, notes or other orders of withdrawal, or to receive the same for credit of, or in payment from the payee, or any other legal holder when so signed, without inquiry into the circumstances or the disposition of their proceeds, whether drawn to the individual order or tendered in payment of individual obligations of the officers above named, or other officers of the Organization, or otherwise. Bank is authorized to supply any endorsement for the organization on any check or other instrument tendered for deposit to this account and it is hereby relieved of any liability in connection with collection of such items which are handled by it without negligence and it shall not be liable for the acts of its agents, subagents or others or for any casualty. Any amount not collected on items deposited to this account may be charged back to this account, including expense incurred, and any other outside expense incurred on account of this account, including reasonable attorneys' fees, may be charged to it.

The Bank is further authorized in the case of depository accounts from which oral orders may be made (including oral orders made by telephone) to honor oral orders (including oral orders made by telephone) in accordance with the Rules and Regulations of the bank with respect to that type of account or telephone transfers as now in force and as they may be amended from time to time by the Bank.

RESOLVED, that since the bank has no way of determining the validity of checks or other written orders bearing facsimile signatures, the Organization hereby releases the Bank from any liability for unauthorized use of the Organization's facsimile signature device.

RESOLVED, that if this resolution pertains to an interest bearing checking account, then the Organization hereby certifies that all deposits in the account are held for the benefit of individuals or governmental entities or not-for-profit organizations operated primarily for religious, philanthropic, charitable, educational or other similar purposes.

RESOLVED, that unless specifically modified below, any one of the above signatories is authorized to enter agreements with the Bank and to do any and all other acts required for the Organization to obtain Treasury Management Services. These services include, but are not limited to, all services effected through Automated Clearing House (also known as ACH), Information Reporting services, Zero Balance Accounts (ZBAs), Control Disbursement Accounts, Investment Sweep Accounts, Credit Line Draw Accounts, Wholesale or Retail Lockbox accounts, Reconciliation services, Money Transfer, and Wire Transfer.

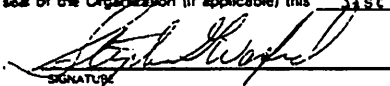
The following DDA signatories named above are specifically excluded from authority to enter into these agreements: None  
If none are excluded, write "None"

Even though they are not DDA signatories, the following individuals are specifically authorized to enter into these agreements: None  
If none are authorized, write "None"

Even though they may be a DDA signatory, any individual having the following interest shall be authorized to enter into these agreements: None  
If none are authorized, write "None"

The Bank may rely upon a person's representation that he/she holds the title indicated. I hereby certify that I am the duly elected and authorized President of the Organization and that I have the authority to make the certifications contained herein. I further certify that the foregoing is a complete and correct copy of the resolutions duly adopted and recorded as a part of the minutes of said meeting and that they affirmatively appear in and as a part of said minutes. I further certify that there is no provision in the articles of incorporation, articles of association, charter, partnership agreement, bylaws or any other governing document of the Organization restricting the power of the group passing the foregoing resolutions from so passing said resolutions, and that the same are in conformity with the provisions of said governing documents. I further certify that the specimen signatures appearing above are the true signatures of the persons named herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Organization (if applicable) this 31st day of October, 2001.

  
 \_\_\_\_\_  
 NAME (PLEASE PRINT)  
Stephen G. Watford

FOR BANK USE ONLY

ACCOUNT NAME <u>Aloha</u>	ACCOUNT NUMBER _____
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**Authorization of Corporation, Partnership, Association or Other Entity to Utilize Deposit or Fee-Based Services**

At a meeting of the X Board of Directors, \_\_\_\_\_ Board of Trustees, \_\_\_\_\_ partners, \_\_\_\_\_ other (please specify) \_\_\_\_\_ of Aloha Utilities, Inc.

held on the 31st day of October, 2001, at which a quorum was present, the following resolutions were adopted:

RESOLVED, that Aloha Utilities, Inc. (the "Organization") hereby authorizes AmSouth Bank (the "Bank") to provide the following accounts, products or services as indicated below; and that the following resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by the Bank, and the receipt of said notice shall not affect any action taken by the Bank prior thereto;

RESOLVED, that the Bank be named as a depository of the Organization and, in the case of all depository accounts on which checks, drafts, and/or notes may be written as provided in the Rules and Regulations of the Bank with respect to that type of account as now in force or as may be amended from time to time by the bank, the funds deposited with the bank may be withdrawn upon a written check, draft, note or order of the Organization signed by any \_\_\_\_\_ of the following:

<u>Stephen G. Watford, President</u>	<u>Aloha Utilities, Inc.</u>	
NAME	TITLE	SPECIMEN SIGNATURE
<u>Blanca S. Bayo, Director</u>	<u>FL. Public Service Commission</u>	
NAME	TITLE	SPECIMEN SIGNATURE

end countersigned by any \_\_\_\_\_ of the following:

NAME	TITLE	SPECIMEN SIGNATURE
_____	_____	_____
_____	_____	_____

In the case of depository accounts from which withdrawals may be made upon oral orders as provided in the Rules and Regulations of the Bank with respect to that type of account now in force or as they may be amended from time to time by the Bank, funds deposited with the bank in such accounts may be withdrawn by oral order of any one of the following:

NAME	TITLE
_____	_____

The Bank is authorized to pay checks, drafts, notes or other orders of withdrawal, or to receive the same for credit of, or in payment from the payee, or any other legal holder when so signed, without inquiry into the circumstances or the disposition of their proceeds, whether drawn to the individual order or tendered in payment of individual obligations of the officers above named, or other officers of the Organization, or otherwise. Bank is authorized to supply any endorsement for the organization on any check or other instrument tendered for deposit to this account and it is hereby relieved of any liability in connection with collection of such items which are handled by it without negligence and it shall not be liable for the acts of its agents, subagents or others or for any casualty. Any amount not collected on items deposited to this account may be charged back to this account, including expense incurred, and any other outside expense incurred on account of this account, including reasonable attorneys' fees, may be charged to it.

The Bank is further authorized in the case of depository accounts from which oral orders may be made (including oral orders made by telephone) to honor oral orders (including oral orders made by telephone) in accordance with the Rules and Regulations of the bank with respect to that type of account or telephone transfers as now in force and as they may be amended from time to time by the Bank.

RESOLVED, that since the bank has no way of determining the validity of checks or other written orders bearing facsimile signatures, the Organization hereby releases the Bank from any liability for unauthorized use of the Organization's facsimile signature device.

RESOLVED, that if this resolution pertains to an interest bearing checking account, then the Organization hereby certifies that all deposits in the account are held for the benefit of individuals or governmental entities or not-for-profit organizations operated primarily for religious, philanthropic, charitable, educational or other similar purposes.

RESOLVED, that unless specifically modified below, any one of the above signatories is authorized to enter agreements with the Bank and to do any and all other acts required for the Organization to obtain Treasury Management Services. These services include, but are not limited to, all services effected through Automated Clearing House (also known as ACH), Information Reporting services, Zero Balance Accounts (ZBAs), Control Disbursement Accounts, Investment Sweep Accounts, Credit Line Draw Accounts, Wholesale or Retail Lockbox accounts, Reconciliation services, Money Transfer, and Wire Transfer.

The following DDA signatories named above are specifically excluded from authority to enter into these agreements: None  
If none are excluded, write "None".

Even though they are not DDA signatories, the following individuals are specifically authorized to enter into these agreements: None  
If none are authorized, write "None".

Even though they may be a DDA signatory, any individual having the following status shall be authorized to enter into these agreements: None  
If none are authorized, write "None".

The bank may rely upon a person's representation that he/she holds the title indicated. I hereby certify that I am the duly elected and authorized President of the Organization and that I have the authority to make the certifications contained herein. I further certify that the foregoing is a complete and correct copy of the resolutions duly adopted and recorded as a part of the minutes of said meeting and that they affirmatively appear in and as a part of said minutes. I further certify that there is no provision in the articles of incorporation, articles of association, charter, partnership agreement, bylaws or any other governing document of the Organization restricting the power of the group passing the foregoing resolutions from so passing said resolutions, and that the same are in conformity with the provisions of said governing documents. I further certify that the specimen signatures appearing above are the true signatures of the persons named herein. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Organization (if applicable) this 31st day of October, 2001.

FOR BANK USE ONLY

ACCOUNT NAME <u>Aloha</u>	ACCOUNT NUMBER [REDACTED]
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Signature: Stephen G. Watford  
SIGNATURE  
 NAME (PLEASE PRINT)