

**STATE OF FLORIDA  
FLORIDA ELECTIONS COMMISSION**

**In Re: Christopher Cooley**

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**Case No.: FEC 16-300**

**TO:** Christopher Cooley  
10716 Rain Lilly Pass  
Land O Lakes, FL 34638

George E. Skinner  
9409 Tournament Drive  
Hudson, FL 34667

**NOTICE OF HEARING (CONSENT ORDER)**

A hearing will be held in this case before the Florida Elections Commission on, **February 28, 2017 at 11:00 am, or as soon thereafter as the parties can be heard**, at the following location: **Senate Office Building, 404 South Monroe Street, Room 110-S, Tallahassee, Florida 32399**

Failure to appear in accordance with this notice will constitute a waiver of your right to participate in the hearing. Continuances will be granted only upon a showing of good cause.

This hearing will be conducted pursuant to Section 106.25, Florida Statutes, which governs your participation as follows:

**If you are the Respondent**, you may attend the hearing, and you or your attorney will have *5 minutes* to present your case to the Commission. However, some cases (including those in which consent orders or recommendations for no probable cause are being considered) may be decided by an *en masse* vote and, unless you request to be heard or the Commission requests that your case be considered separately on the day of the hearing, your case will *not* be individually heard.

**If you are the Complainant**, you may attend the hearing, but you will *not* be permitted to address the Commission. In addition, some cases (including those in which consent orders or recommendations for no probable cause are being considered) may be decided by an *en masse* vote and, unless the Respondent requests to be heard or the Commission requests that the case be considered separately on the day of the hearing, the case will *not* be individually heard.

**If you are an Appellant**, and you have requested a hearing, you may attend the hearing, and you or your attorney will have *5 minutes* to present your case to the Commission.

Please be advised that both confidential and public cases are scheduled to be heard by the Florida Elections Commission on this date. As an Appellant, Respondent or Complainant in one case, you will *not* be permitted to attend the hearings on other confidential cases.

The Commission will electronically record the meeting. Although the Commission's recording is considered the official record of the hearing, the Respondent may provide, at his own expense, a certified court reporter to also record the hearing.

If you require an accommodation due to a disability, contact Donna Ann Malphurs at (850) 922-4539 or by mail at 107 West Gaines Street, The Collins Building, Suite 224, Tallahassee, Florida 32399, at least 5 days before the hearing.

**See further instructions on the reverse side.**

*Amy McKeever Toman*  
Executive Director  
Florida Elections Commission  
February 13, 2017

Please refer to the information below for further instructions related to your particular hearing:

If this is a hearing to consider **an appeal from an automatic fine**, the Filing Officer has imposed a fine on you for your failure to file a campaign treasurer's report on the designated due date and, by filing an appeal, you have asked the Commission to consider either (1) that the report was in fact timely filed; or (2) that there were unusual circumstances that excused the failure to file the report timely. You are required to prove your case. If the Commission finds that the report was filed timely or that there were unusual circumstances that excused the failure, it may waive the fine, in whole or in part. The Commission may reduce a fine after considering the factors in Section 106.265, Florida Statutes. If the Commission finds that the report was not timely filed and there were no unusual circumstances, the fine will be upheld.

If this is a hearing to consider a **consent order before a determination of probable cause has been made**, the Commission will decide whether to accept or reject the consent order. If the Commission accepts the consent order, the case will be closed and become public. If the Commission rejects the consent order or does not make a decision to accept or deny the consent order, the case will remain confidential, unless confidentiality has been waived.


If this is a hearing to consider a **consent order after a determination of probable cause has been made**, the Commission will decide whether to accept or reject the consent order. If the Commission accepts the consent order, the case will be closed. If the Commission rejects the consent order or does not make a decision to accept or deny the consent order, the Respondent will be entitled to another hearing to determine if the Respondent committed the violation(s) alleged.

If this is a **probable cause hearing**, the Commission will decide if there is probable cause to believe that the Respondent committed a violation of Florida's election laws. Respondent should be prepared to explain how the staff in its recommendation incorrectly applied the law to the facts of the case. *Respondent may not testify, call others to testify, or introduce any documentary or other evidence at the probable cause hearing.* The Commission will only decide whether Respondent should be *charged* with a violation and, before the Commission determines whether a violation has occurred or a fine should be imposed, Respondent will have an opportunity for another hearing at which evidence may be introduced.

If this is an **informal hearing**, it will be conducted pursuant Sections 120.569 and 120.57(2), Florida Statutes; Chapter 28 and Commission Rule 2B-1.004, Florida Administrative Code. At the hearing, the Commission will decide whether the Respondent committed the violation(s) charged in the Order of Probable Cause. The Respondent will be permitted to testify. However, the Respondent may not call witnesses to testify.

Respondent may argue why the established facts in the Staff Recommendation do not support the violations charged in the Order of Probable Cause. At Respondent's request, the Commission may determine whether Respondent's actions in the case were willful. The Respondent may also address the appropriateness of the recommended fine. If Respondent claims that his limited resources make him unable to pay the statutory fine, *he must provide the Commission with written proof of his financial resources* at the hearing. A financial affidavit form is available from the Commission Clerk.



**\*Confidential: Re: URGENT Re: Confidential Case FEC 16-300** 

Erin Riley to: Christopher Cooley

08/19/2016 10:55 AM

Hi Mr. Cooley,

Your case is now public. If you have any questions, please let me know.

*Erin Riley*

*Administrative Assistant II*

*Florida Elections Commission*

*Phone: 850-922-4539*

*Fax: 850-921-0783*

*Email Erin.Riley@myfloridalegal.com*

*The information contained in this message may be privileged and/or confidential and protected from disclosure. If the reader of this message is not the intended recipient or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this message and deleting the material from any computer.*

Christopher Cooley

Ms. Riley,

08/19/2016 10:36:36 AM

From: Christopher Cooley <chriscooley5150@aol.com>  
To: Erin.Riley@myfloridalegal.com  
Date: 08/19/2016 10:36 AM  
Subject: URGENT Re: Confidential Case FEC 16-300

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Ms. Riley,

I just spoke to Donna in your office. I have received the complaint and will put my response together. In the meantime, I would like to officially waive my right to confidentiality so that I can rebuke the lies and misleading comments that the complainant is spreading through social media. I acknowledge that this will make and proceedings or hearing accessible to the public and I have nothing to hide. Please let me know if this written correspondence suffices as my waiver of confidentiality or I have to do something else.

Thank you for your time.

Thank you,  
Christopher Cooley

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

From: chris <chris@webcodental.com>

**STATE OF FLORIDA  
FLORIDA ELECTIONS COMMISSION**

**In Re: Christopher Cooley**

**Case No.: FEC 16-300**

**F.O. No.: FOFEC <#>**

**CONSENT FINAL ORDER**

Respondent, Christopher Cooley, and the Florida Elections Commission (Commission) agree that this Consent Order resolves all of the issues between the parties in this case. The parties jointly stipulate to the following facts, conclusions of law, and order:

**FINDINGS OF FACT**

1. On August 10, 2016, a complaint was filed with the Commission alleging that Respondent violated the Florida Election Code.
2. Respondent expressed a desire to enter into negotiations directed toward reaching a consent agreement.
3. Respondent and the staff stipulate to the following facts:
  - a. Respondent was a 2016 candidate for Pasco County Commission, District 5.
  - b. Complainant alleged that Respondent certified that one or more campaign treasurer reports were true, correct, and complete when they were not.
  - c. Complainant alleged that Respondent may have falsely reported or deliberately failed to include information in one or more campaign treasurer reports required by Chapter 106, Florida Statutes.

**CONCLUSIONS OF LAW**

4. The Commission has jurisdiction over the parties to and subject matter of this cause,

pursuant to Section 106.26, Florida Statutes.

5. Section 106.25(4)(i)3., Florida Statutes, allows the Commission to approve a consent agreement with a Respondent prior to the Commission finding probable cause that a violation of the election laws occurred. The consent agreement has the same force and effect as a consent agreement reached after the Commission finds probable cause.

6. The Commission staff and Respondent stipulate that staff can prove the facts in paragraph three above by clear and convincing evidence and to the Commission's ability to impose a civil penalty against Respondent in this case.

### **ORDER**

7. The Respondent and the staff of the Commission have entered into this Consent Order voluntarily and upon advice of counsel.

8. The parties shall each bear their own attorney's fees and costs that are in any way associated with this case.

9. The Commission will consider the Consent Order at its next available meeting.

10. The Respondent voluntarily waives confidentiality upon approval of the Consent Order by the Commission, the right to any further proceedings under Chapters 104, 106, and 120, Florida Statutes, and the right to appeal the Consent Order.

11. This Consent Order is enforceable under Sections 106.265 and 120.69, Florida Statutes. Respondent expressly waives any venue privileges and agrees that if enforcement of this Consent Order is necessary, venue shall be in Leon County, Florida, and Respondent shall be responsible for all fees and costs associated with enforcement.

12. If the Commission does not receive the signed Consent Order by January 20, 2017, the staff withdraws this offer of settlement and will proceed with the case.

13. Payment of the civil penalty by cashier's check, money order, good for at least 120 days, or attorney trust account check is a condition precedent to the Commission's consideration of the Consent Order.

**PENALTY**

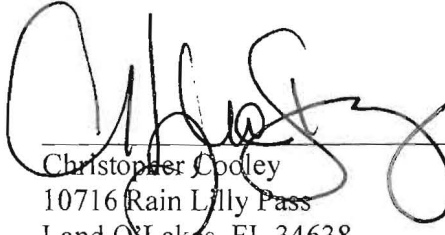
**WHEREFORE**, based upon the foregoing facts and conclusions of law, the Commission finds that the Respondent has violated Sections 106.07(5), and 106.19(1)(c), Florida Statutes, and imposes a fine of \$150.

Therefore it is

**ORDERED** that the Respondent shall remit to the Commission a civil penalty in the amount of \$150, inclusive of fees and costs. The civil penalty shall be paid by cashier's check, money order, good for at least 120 days, or attorney trust account check. The civil penalty should be made payable to the Florida Elections Commission and sent to 107 West Gaines Street, Collins Building, Suite 224, Tallahassee, Florida, 32399-1050.

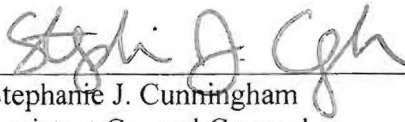
**Respondent** hereby agrees and consents to the terms of this Consent Order on

1/13/17

  
Christopher Codley  
10716 Rain Lilly Pass  
Land O'Lakes, FL 34638

**Commission staff** hereby agrees and consents to the terms of this Consent Order on

January 19, 2017

  
Stephanie J. Cunningham  
Assistant General Counsel  
Florida Elections Commission

107 West Gaines Street  
Collins Building, Suite 224  
Tallahassee, FL 32399-1050

Approved by the Florida Elections Commission at its regularly scheduled meeting held on  
February 28 & March 1, 2017 in Tallahassee, Florida.

---

M. Scott Thomas, Chairman  
Florida Elections Commission

Copies furnished to:  
Stephanie J. Cunningham, Assistant General Counsel  
Christopher Cooley, Respondent  
George E. Skinner, Complainant

Printed on white paper and some of the security features on this document include: a Watermark, MicroPrint signature line, and a holographic foil stamp; absence of these features will indicate a copy.

**TRUST**

**Official Check**

64-79/611  
3439410129

**Fraud Protected**  
by Positive Pay

**64291 1340890**

**lecco Dental & Medical  
supplies for Christopher Cooley**

Date **Jan. 17, 2017**

Initials (type) Center

**\*\*\*\*\$150.00\*\*\*\***

\$ **\*\*150.00\*\***

**orida Election Commission**

SunTrust Banks, Inc. by its Authorized Agent  
SunTrust Bank

 Security Features Details on Back.

*Suzanne Carr*  
Authorized Signature

nk For: **FEC 16-300**







## FLORIDA ELECTIONS COMMISSION

107 W. Gaines Street,  
Suite 224 Collins Building  
Tallahassee, Florida 32399-1050  
Telephone: (850) 922-4539  
Fax: (850) 921-0783

November 18, 2016

Christopher Cooley  
10716 Rain Lilly Pass  
Land O'Lakes, FL 34638

**RE: Case No.: FEC 16-300; Respondent: Christopher Cooley**

Dear Mr. Cooley:

On August 10, 2016, the Florida Elections Commission received a complaint alleging that you violated Florida's election laws. I have reviewed the complaint and find that it contains one or more legally sufficient allegations. The Commission staff will investigate the following alleged violations:

**Section 106.07(5), Florida Statutes:** Respondent, a 2016 candidate for Pasco County Commission, District 5, certified that one or more campaign treasurer reports were true, correct, and complete when they were not, as alleged in the complaint.

**Section 106.19(1)(c), Florida Statutes:** Respondent, a 2016 candidate for Pasco County Commission, District 5, may have falsely reported or deliberately failed to include information in one or more campaign reports required by Chapter 106, Florida Statutes, as alleged in the complaint.

You may respond to the allegations above by filing a notarized statement providing any information regarding the facts and circumstances surrounding the allegations. Your response will be included as an attachment to the investigator's report.

When we conclude the investigation, a copy of the Report of Investigation will be mailed to you at the above address. You may file a response to the report within 14 days from the date the report is mailed to you. Based on the results of the investigation, legal staff will make a written recommendation to the Commission on whether there is probable cause to believe you have violated Chapter 104 or 106, Florida Statutes. A copy of the Staff Recommendation will be mailed to you and you may file a response within 14 days from the date the recommendation is mailed to you. Your timely filed response(s) will be considered by the Commission when determining probable cause.

The Commission will then hold a hearing to determine whether there is probable cause to believe you have violated Chapters 104 or 106, Florida Statutes. You and the complainant will receive a notice of hearing at least 14 days before the hearing. The notice of hearing will indicate the location, date, and time of your hearing. You will have the opportunity to make a brief oral statement to the Commission, but you will not be permitted to testify or call others to testify, or introduce any documentary or other evidence.

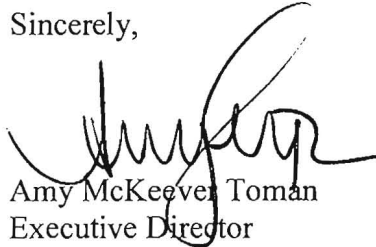
At any time before a probable cause finding, you may notify us in writing that you want to enter into negotiations directed towards reaching a settlement via consent agreement.

**The Report of Investigation, Staff Recommendation, and Notice of Hearing will be mailed to the above address as this letter. Therefore, if your address changes, you must notify this office of your new address. Otherwise, you may not receive these important documents. Failure to receive the documents will not delay the probable cause hearing.**

Under section 106.25, Florida Statutes, complaints, Commission investigations, investigative reports, and other documents relating to an alleged violation of Chapters 104 and 106, Florida Statutes, are confidential until the Commission finds probable cause or no probable cause. The confidentiality provision does not apply to the person filing the complaint. However, it does apply to you unless you waive confidentiality in writing. The confidentiality provision does not preclude you from seeking legal counsel. However, if you retain counsel, your attorney must file a notice of appearance with the Commission before any member of the Commission staff can discuss this case with him or her.

If you have any questions or need additional information, please contact **Cedric Oliver**, the investigator assigned to this case.


Sincerely,



Amy McKeever Toman  
Executive Director

AMT/enr



**\*Confidential: Re: URGENT Re: Confidential Case FEC 16-300**   
Erin Riley to: Christopher Cooley

08/19/2016 10:55 AM

Hi Mr. Cooley,

Your case is now public. If you have any questions, please let me know.

*Erin Riley*

*Administrative Assistant II*

*Florida Elections Commission*

*Phone: 850-922-4539*

*Fax: 850-921-0783*

*Email Erin.Riley@myfloridalegal.com*

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Christopher Cooley Ms. Riley,

08/19/2016 10:36:36 AM

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Ms. Riley,

I just spoke to Donna in your office. I have received the complaint and will put my response together. In the meantime, I would like to officially waive my right to confidentiality so that I can rebuke the lies and misleading comments that the complainant is spreading through social media. I acknowledge that this will make and proceedings or hearing accessible to the public and I have nothing to hide. Please let me know if this written correspondence suffices as my waiver of confidentiality or I have to do something else.

Thank you for your time.

Thank you,  
Christopher Cooley

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

From: chris <chris@webcodental.com>

August 15, 2016

Ms. Riley,

My name is Christopher Cooley and today I received the Complaint that was filed against me from George Skinner. Mr. Skinner is a friend of my opponent and has harassed my campaign page on Facebook as well as my personal page for months. This complaint is frivolous and ignorant as it pertains to simple accounting principles.

I have never run for a political office before, I filed to run for School Board in 2009 and withdrew 3 months later without doing anything other than the initial filings. We have done our best to run a positive campaign, regardless of the incumbent's manufacturing of false statements.

This complaint lists the following issues:

- 1.) They claim I did not report expenses, when in fact my treasurer did, however they were listed as "loans" from myself in error in lieu of "in kind". We contacted the Pasco County Supervisor of Elections office and spoke to Ms. Tiffannie Alligood, who is in charge of the reporting. She advised us that "it is not a big deal, just go back and amend your reports". Which is what we did, I would also point out that my opponent has several amended reports himself, and that I do not believe either of us did anything wrong. The purpose of an amended report is for this exact purpose. I am attaching copies of the reports proving that each and every expense they are questioning are, in fact, included.
- 2.) Their next claim is simply due to their lack of information. They are basing their claim that I am not the sole owner of my company on a copy of a federal lawsuit I filed in January against my former partner. However, what they do not have is a copy of the second agreement dated a year after I purchased the original 90%. This second agreement proves that I bought the remaining 10% of my business as well. Either way, their comment is petty as being the owner of 90 or 100% still makes me the owner of the business.
- 3.) The next two complaints are where their ignorance towards basic accounting principles comes into play. I am attaching a letter from my licensed CPA explaining in great detail how they are simply wrong. In addition, it is slanderous to simply say "Chris Cooley is 2.5 million in debt", without stating that those debts are primarily corporate debts tied to corporate assets which exceed 6 million dollars. So if I were "padding" my Net Worth, why would I leave that out? You cannot penalize someone for "debts" without crediting them for the asset that the debt represents. My wife owns the property and business at 8410 Sycamore Dr., she has an \$800,000 loan roughly on the building and land and that building and land were professionally appraised by the bank three years ago at 2.1 million dollars. That is a NET PROFIT not Loss of roughly 1.3 million dollars. But again, the disclosure does not require me to list my wife's financial information. The fact that I signed the last page of her loan represents a contingent liability,

which means that only if the business does not pay, then the debt goes to my wife and if something happened to her, and then it would go to me. However, it is a corporate debt and asset unless that happened, which is standard accounting principle.

- 4.) My home in McRae, Ga.: Yes, I bought a piece of LAND for \$9,500. What they fail to acknowledge is that after purchasing the land, I now have a 5BR/3BA house on the property, as well as a 30'x80' rec room/garage. The county tax records have not been updated as to the appraised value because the completion of the project was finished in February of this year. I am also attaching two copies of a Google Earth view of the property; one has the property line as well as the building highlighted. This again, proves their complaint invalid.

Their entire complaint is a desperate attempt to smear me in Pasco County as they have already plastered copies of this complaint all over social media, which in my opinion should be illegal to post false accusations.

It is my opinion that this complaint is unethical and I would like to professionally request that this be thrown out as soon as possible. My opponent knows that these determinations normally take enough time that it would not be addressed until after our election. This enables him to cast a shadow over my candidacy as long as this complaint is open.

If you have any further questions, or need further clarification, please do not hesitate to contact me. I would also appreciate if the corporate documents I have supplied you with be kept confidential as they are not currently required to be public information.

I am also enclosing a letter from my CPA outlining his opinion on the financial aspects of this matter as well.

Should you have any further questions, please feel free to contact me in an effort to clear this up as soon as possible.

Sincerely,



Christopher K. Cooley

727-862-3282 office

727-992-2503 cell

chriscooley@chriscooleyforpasco.com



RECEIVED

2016 AUG 29 P 3:22

STATE OF FLORIDA  
ELECTIONS COMMISSION

**FLORIDA ELECTIONS COMMISSION**

107 W. Gaines Street,  
Suite 224 Collins Building  
Tallahassee, Florida 32399-1050

Telephone: (850) 922-4539

Fax: (850) 921-0783

August 12, 2016

**CERTIFIED MAIL 9214 8969 0099 9790 1609 6840 18**

Christopher Cooley  
10716 Rain Lilly Pass  
Land O Lakes, FL 34638

**RE: Case No.: FEC 16-300; Respondent: Christopher Cooley**

Dear Mr. Cooley:

On August 10, 2016, the Florida Elections Commission received the enclosed complaint alleging that you violated Florida's election laws. Section 106.25(2), Florida Statutes states:

The respondent shall have 14 days *after receipt* of the complaint to file an initial response, and the executive director may not determine the legal sufficiency of the complaint during that time period.

If you choose to file a response to the complaint, please send it to my attention at the address listed above. To ensure that I receive your response in a timely manner, you may also want to send it via e-mail to my attention, at [fec@myfloridalegal.com](mailto:fec@myfloridalegal.com). You will be notified by letter whether the complaint is determined legally sufficient.

**Please note that all documents related to this matter will be mailed to the above address unless you notify us of a new address.**

Under section 106.25, Florida Statutes, complaints, Commission investigations, investigation reports, and other documents relating to an alleged violation of Chapters 104 and 106, Florida Statutes, are confidential until the Commission finds probable cause or no probable cause. This confidentiality provision does not apply to the person filing the complaint. However, it does apply to you, the Respondent, unless you waive confidentiality in writing.

The confidentiality provision does not preclude you from seeking legal counsel. However, if you retain counsel, your attorney must file a notice of appearance with the Commission before any member of the Commission staff can discuss this case with him or her.

Sincerely,

*Erin Riley*

Deputy Agency Clerk

ip/enr

Enclosure: Complaint w/attachments

**STATE OF FLORIDA**  
**FLORIDA ELECTIONS COMMISSION**  
107 West Gaines Street, Suite 224, Tallahassee, Florida 32399-1050  
Telephone Number: (850) 922-4539  
[www.fec.state.fl.us](http://www.fec.state.fl.us)

RECEIVED

2016 AUG 10 P 1: 56

**CONFIDENTIAL COMPLAINT FORM**

The Commission's records and proceedings in a case are confidential until the Commission rules on probable cause. A copy of the complaint will be provided to the person against whom the complaint is brought.

STATE OF FLORIDA  
ELECTIONS COMMISSION

**1. PERSON BRINGING COMPLAINT:**

Name: George E. Skinner Work Phone: ( ) \_\_\_\_\_  
Address: 9409 Tournament Dr Home Phone: (727) 868-3328  
City: Hudson County: Pasco State: FL Zip Code: 34667

**2. PERSON AGAINST WHOM COMPLAINT IS BROUGHT:**

A person can be an individual, political committee, committee of continuous existence, political party, electioneering communication organization, club, corporation, partnership, company, association, or any other type of organization. (If you intend to name more than one individual or entity, please file multiple complaints.)

Name of individual or entity: Christopher Cooley  
Address: 10716 Rain Lilly Pass Phone: ( ) \_\_\_\_\_  
City: Land O Lakes County: Pasco State: FL Zip Code: 34638

If individual is a candidate, list the office or position sought: County Commissioner District 5

Have you filed this complaint with the State Attorney's Office? (check one)  Yes  No

**3. ALLEGED VIOLATION(S):**

Please list the provisions of The Florida Election Code that you believe the person named above may have violated. The Commission has jurisdiction only to investigation the following provisions: **Chapter 104, Chapter 106, and Section 105.071, Florida Statutes.** Also, please include:

- ✓ The facts and actions that you believe support the violations you allege,
- ✓ The names and telephone numbers of persons you believe may be witnesses to the facts,
- ✓ A copy or picture of the political advertisements you mention in your statement,
- ✓ A copy of the documents you mention in your statement, and
- ✓ Other evidence that supports your allegations.

Chris Cooley has not reported many things on his financial disclosure that seem to make his net worth look high.

Mr. Cooley has not reported many expenses from his campaign. Below are a few that have a paper trail.

#1 ) Chrls Cooley has wrapped his truck from "The King of Wraps" On July 5th and not reported the expense.(see attachment 1)

#2 ) Cooley is not the sole owner of Webco Dental & Medical Supplies. He has 90% ownership (see attachment 2)

# 3) He has a Stock Purchase Agreement between him and Lisman for \$995,000 that has not been disclosed as a llability (attachment 2 page 4 paragraph 13)

#4 ) Cooley has not reported the Lumber for his signs. He has had signs all over the county for months, he has not showed any materials to construct the wood frame as every other candidate has see attached pictures of how the signs are constructed, It appears the lumber is from Home-depot from the Price tag ( attachment 3 )



#5 ) ESP has said that he ordered 100 4' X 8' signs from ESP. He has had signs for over a month, he has 2'x4' and 18"x24" signs that do not appear to be disclosed he seems to have 100s of the 2'x4' and 4'x8' signs around the county. see the attached invoice from ESP for a similar amount from another campaign showing the amount for 100 4'x8' signs also see the attached pictures showing the other signs (attachment 3)

#5 ) Chris Cooley has a loan on 9914 SR 52 Hudson FL 34669 that he has not disclosed for \$820,000 ( see attachment 4)

#6 ) Chris Cooley has a loan on 8410 Sycamore Drive 34654 for \$977,500 that he has not disclosed. ( see attachment 5 )

#7 ) The McRae Georgia house was purchased for \$9,500 on 7/10/15 and has a appraised value at \$15,280 for 2016. He has this home valued at \$200,000 on his financial disclosure form (attachment 6)

It appears that Mr Cooley is over 2.5 million in personal debt and is also not truthful on his expenses.

Additional materials attached (check one)?  Yes  No

**4. OATH**

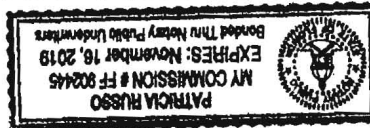
STATE OF FLORIDA  
 COUNTY OF FASCO

I swear or affirm, that the above information is true and correct to the best of my knowledge.

George E. Skinner  
 Original Signature of Person Bringing Complaint

Sworn to and subscribed before me this 9<sup>th</sup> day of  
AUGUST, 2016

Patricia Russo  
 Signature of Officer Authorized to Administer Oaths or Notary public.



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known \_\_\_\_\_ Or Produced Identification

Type of Identification Produced [REDACTED]

Any person who files a complaint while knowing that the allegations are false or without merit commits a misdemeanor of the first degree, punishable as provided in Sections 775.082 and 775.083, Florida Statutes.

RECEIVED  
 2016 AUG 10 P 1:56  
 STATE OF FLORIDA  
 ELECTIONS COMMISSION

STATE OF FLORIDA  
FLORIDA ELECTIONS COMMISSION

107 West Gaines Street, Suite 224, Tallahassee, Florida 32399-1050  
Telephone Number: (850) 922-4539  
[www.fec.state.fl.us](http://www.fec.state.fl.us)

RECEIVED

2016 AUG 10 P 1:56

CONFIDENTIAL COMPLAINT FORM

The Commission's records and proceedings in a case are confidential until the Commission rules on probable cause. A copy of the complaint will be provided to the person against whom the complaint is brought.

1. PERSON BRINGING COMPLAINT:

Name: George E. Skinner Work Phone: ( )  
Address: 9409 Tournament Dr Home Phone: (727) 868-3328  
City: Hudson County: Pasco State: FL Zip Code: 34667

2. PERSON AGAINST WHOM COMPLAINT IS BROUGHT:

A person can be an individual, political committee, committee of continuous existence, political party, electioneering communication organization, club, corporation, partnership, company, association, or any other type of organization. (If you intend to name more than one individual or entity, please file multiple complaints.)

Name of individual or entity: Christopher Cooley  
Address: 10716 Rain Lilly Pass Phone: ( )  
City: Land O Lakes County: Pasco State: FL Zip Code: 34638

If individual is a candidate, list the office or position sought: County Commissioner District 5

Have you filed this complaint with the State Attorney's Office? (check one)  Yes  No

3. ALLEGED VIOLATION(S):

Please list the provisions of The Florida Election Code that you believe the person named above may have violated. The Commission has jurisdiction only to investigation the following provisions: **Chapter 104, Chapter 106, and Section 105.071, Florida Statutes.** Also, please include:

- ✓ The facts and actions that you believe support the violations you allege,
- ✓ The names and telephone numbers of persons you believe may be witnesses to the facts,
- ✓ A copy or picture of the political advertisements you mention in your statement,
- ✓ A copy of the documents you mention in your statement, and
- ✓ Other evidence that supports your allegations.

Chris Cooley has not reported many things on his financial disclosure that seem to make his net worth look high.

Mr. Cooley has not reported many expenses from his campaign. Below are a few that have a paper trail.

#1 ) Chris Cooley has wrapped his truck from "The King of Wraps" On July 5th and not reported the expense.(see attachment 1)

#2 ) Cooley is not the sole owner of Webco Dental & Medical Supplies. He has 90% ownership (see attachment 2)

# 3) He has a Stock Purchase Agreement between him and Lisman for \$995,000 that has not been disclosed as a liability (attachment 2 page 4 paragraph 13)

#4 ) Cooley has not reported the Lumber for his signs. He has had signs all over the county for months, he has not showed any materials to construct the wood

frame as every other candidate has see attached pictures of how the signs are constructed, it appears the lumber is from Home-depot from the Price tag ( attachment 3 )

#5 ) ESP has said that he ordered 100 4' X 8' signs from ESP. He has had signs for over a month, he has 2'x4' and 18"x24" signs that do not appear to be disclosed he seems to have 100s of the 2'x4' and 4'x8' signs around the county. see the attached invoice from ESP for a similar amount from another campaign showing the amount for 100 4'x8' signs also see the attached pictures showing the other signs (attachment 3)

#5 ) Chris Cooley has a loan on 9914 SR 52 Hudson FL 34669 that he has not disclosed for \$820,000 ( see attachment 4)

#6 ) Chris Cooley has a loan on 8410 Sycamore Drive 34654 for \$977,500 that he has not disclosed. ( see attachment 5 )

#7 ) The McRae Georgia house was purchased for \$9,500 on 7/10/15 and has a appraised value at \$15,280 for 2016. He has this home valued at \$200,000 on his financial disclosure form (attachment 6)

It appears that Mr Cooley is over 2.5 million in personal debt and is also not truthful on his expenses.

Additional materials attached (check one)?  Yes  No

**4. OATH**

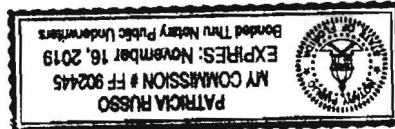
STATE OF FLORIDA  
 COUNTY OF FASCO

I swear or affirm, that the above information is true and correct to the best of my knowledge.

George E. Skinner  
 Original Signature of Person Bringing Complaint

Sworn to and subscribed before me this 9<sup>th</sup> day of AUGUST, 2016

Patricia Russo  
 Signature of Officer Authorized to Administer Oaths or Notary public.



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known \_\_\_\_\_ Or Produced Identification \_\_\_\_\_


Type of Identification Produced FL [REDACTED]

Any person who files a complaint while knowing that the allegations are false or without merit commits a misdemeanor of the first degree, punishable as provided in Sections 775.082 and 775.083, Florida Statutes.

# Attachment 1


 Like

 Comment

 Share



### The King of Wraps

July 5 · 



Chris Cooley for Pasco Commissioner thank you for choosing your preferred vehicle wrap company




 Goose Galatolo and 8 others

1 Share

 Like

 Comment

 Share

# Attachment 2

FILED

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

2016 FEB -9 PM 3:26

CHRISTOPHER COOLEY,  
an individual,

Plaintiff,

vs.

Case No.: 8:16 CV 308 T 27 JSS

CLIFFORD G. LISMAN,  
an individual,

Defendant.

\_\_\_\_\_ /

**COMPLAINT FOR DECLARATORY AND OTHER RELIEF  
AND DEMAND FOR JURY TRIAL**

Plaintiff, CHRISTOPHER COOLEY, an individual, by and through his undersigned counsel, hereby files this Complaint for damages against Defendant, CLIFFORD G. LISMAN, an individual, and alleges as follows:

**Parties, Jurisdiction and Venue**

1. This action arises out of a written Stock Purchase Agreement.
2. Plaintiff, Christopher Cooley (hereinafter, "Plaintiff"), is and all times material hereto was an individual with his principal place of residence in Pasco County, Florida.
3. Defendant, Clifford G. Lisman (hereinafter "Defendant"), is and all times material hereto, was an individual with his principal place of residence in New Jersey.
4. The matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interests and costs.

T&A-34790  
\$400

5. This is a cause of action between the citizens of different states, and the Plaintiff is diverse in citizenship from all defendants.

6. Pursuant to Title 28, Section 1332 of the United States Code, this Court has jurisdiction over this matter.

7. Pursuant to Title 28, Section 1391(b) of the United States Code, the Middle District of Florida is an appropriate venue for this action, as the activities alleged herein and the damages resulting therefrom occurred in Pasco County, Florida.

8. This Court has personal jurisdiction over Defendant by virtue of the following acts undertaken by Defendant, which acts serve as a sufficient predicate for the exercise of personal jurisdiction under Florida's Long Arm Statute §48.193 and which acts also constitute sufficient minimum contacts with the State of Florida such that maintenance of the suit against Defendant does not offend traditional notions of fair play and substantial justice, as they each and in the aggregate demonstrate that Defendant purposefully availed himself of the privilege of conducting activity within the State of Florida, and that he reasonably could expect to be sued in this state. These acts include:

a. Defendant's ownership and control over a corporate entity – namely WEBCO Dental and Medical Supplies, Inc. (“WEBCO”) – which is a foreign corporation authorized and registered to do business in the State of Florida and which maintains an office in Hudson, Florida, from which it sells and distributes medical and dental supplies to various regions in the United States. Prior to the transaction more fully described in this Complaint, Defendant owned 100% of the stock in WEBCO and therefore exercised 100% control over the operations of WEBCO, including its



warehouse and distribution operations in Florida. Lissman subsequently sold a portion of his WEBCO stock pursuant to the Stock Purchase Agreement more fully described below, but continues today, to hold a ten percent (10%) ownership interest in WEBCO, which continues, in present day, to conduct operations within the State of Florida;

b. Engaging in a purchase and sale transaction with a Florida resident, namely Plaintiff, in which Defendant sold a portion of his stock in WEBCO to Plaintiff; and

c. By engaging in the activities set forth in subparagraphs (b) and (c) above, Defendant committed acts in this state which caused damage to Plaintiff and irreparably harmed Plaintiff's business, resulting in monetary damages.

#### **General Allegations**

9. WEBCO is a corporation organized and existing pursuant to the laws of the State of New Jersey, but is also registered with the Florida Department of State, Division of Corporations (the "FDOC"), as an active Foreign Profit Corporation authorized to transact business in the State of Florida. A true and correct copy of the papers filed by WEBCO with the FDOC and the FDOC Detail by Entity Name for WEBCO are attached hereto as **Exhibit "A"** and incorporated by reference herein.

10. WEBCO is in the business of distributing medical and dental supplies and presently, and at all times material hereto, conducted distribution and other business operations out of its warehouse in Hudson, Pasco County, Florida.

11. Immediately prior to the purchase and sale transaction described in further detail below, Defendant owned 100% of all right, title, and interest, including the stock, in

WEBCO, was the only listed officer and director of WEBCO, and regularly conducted business through WEBCO within the State of Florida.

12. On August 1, 2013, Plaintiff and Defendant entered into a Stock Purchase Agreement (the "Stock Purchase Agreement"), whereby Defendant, individually and as the sole shareholder and President of WEBCO, sold and transferred to Plaintiff ninety percent (90%) of all issued and outstanding capital stock of WEBCO (with Defendant retaining ten percent [10%] of WEBCO's issued and outstanding capital stock), which sale and transfer further included WEBCO's equipment, goodwill, books of account, files, papers, records, and designated scheduled items. A true and correct copy of the Stock Purchase Agreement is attached hereto and incorporated by reference herein as Exhibit "B."

13. In consideration for the transfer of stock and assets, Plaintiff, as Purchaser under the Stock Purchase Agreement, agreed to pay Defendant, as Seller, the sum of Nine Hundred Ninety-Five Thousand (\$995,000) US Dollars.

14. The \$995,000 purchase price for the WEBCO capital stock and business was entirely Seller financed.

15. Pursuant to the terms of the Stock Purchase Agreement, as initially structured, Plaintiff was required to pay to Defendant the principal amount of Five Hundred Ninety-Five Thousand US Dollars (\$595,000) (the "Initial Loan"), with interest at a rate of five percent (5%) per annum, and with all principal and accrued interest becoming due and payable four (4) months after the effective date of the Stock Purchase Agreement, *i.e.*, by December 1, 2013.

16. At the time the parties executed the Stock Purchase Agreement, it was contemplated that Plaintiff would attempt to refinance the Initial Loan with a third party lending institution on or before December 1, 2013.

17. In addition to the Initial Loan, the Stock Purchase Agreement required Plaintiff to deliver to Defendant a separate note in the principal amount of Four Hundred Thousand Dollars (\$400,000.00) (the "Remaining Loan"), bearing five percent (5%) interest per annum, and payable in equal monthly installments of principal and accrued interest over a period of five (5) years from the effective date of the Stock Purchase Agreement.

18. The Stock Purchase Agreement provides that monthly principal and interest payments of \$7,548.97 are due on the Remaining Loan beginning on September 10, 2013 and are to be made on the 10<sup>th</sup> day of every month for a term of sixty (60) months, with no prepayment penalty.

**DHA's Purchasing Thresholds Under the Stock Purchase Agreement**

19. At the time the parties were negotiating the Stock Purchase Agreement, the primary source of revenues of WEBCO were derived from WEBCO's business relationship with Dental Health Associates, P.A. ("DHA"), which, at all times material hereto, ordered its dental and medical supplies and equipment from WEBCO and amounted to ninety percent (90%) of the revenues generated by WEBCO at the time Defendant and Plaintiff entered into the Stock Purchase Agreement.

20. Upon information and belief, at all times leading up to the execution of the Stock Purchase Agreement, and for a period of time thereafter, Defendant had a controlling ownership interest in DHA, and also served as the President of DHA. By virtue of his

ownership interest in, and management control of DHA, Defendant had the ability to control and direct the business decisions of DHA, including the ability to require DHA to make its purchases for dental and medical supplies and equipment through WEBCO.

21. Given the importance of maintaining DHA as a customer of WEBCO, which business was critical to WEBCO remaining a viable and profitable entity, Defendant agreed to include a provision in the Stock Purchase Agreement that reduced Plaintiff's financial obligations under the Stock Purchase Agreement if inventory, supply, and equipment purchasing orders from DHA dropped below a certain monetary threshold.

22. In particular, Section 1.2 of the Stock Purchase Agreement provides, in relevant part, as follows:

If Dental Health Associates, 320 South Main Street, Phillipsburg, NJ 08865 inventory and supply purchasing, excluding equipment, drops below ninety percent (90%) of the 2012 level (\$950,000.00), then the above referenced loan is reduced by each percentage point or portion thereof below the stated ninety percent (90%) 2012 threshold; provided however, Seller shall be entitled to a credit in fulfillment of that obligation for, purchases of equipment which exceed One Hundred Fifty Thousand Dollars (\$150,000) annually, or for sales of third parties from the efforts or referral of Seller. The Seller agrees to maintain purchases of equipment on an annual basis of One Hundred Fifty Thousand Dollars (\$150,000). These minimum purchasing requirements are in effect until the loan is paid in full. All Dental Health Invoices will be "Net 30," with an assessment for late payments.

23. Under the foregoing contractual provision, Defendant committed DHA to purchase its inventory and supply with WEBCO at a minimum level of \$855,000, which amount constituted 90% of DHA's 2012 purchasing level with WEBCO, and further committed DHA to maintain purchases of equipment from WEBCO on an annual basis of \$150,000 (collectively, the "Minimum Purchase Requirements"). If Defendant failed to

cause DHA to adhere to these Minimum Purchase Requirements, then Plaintiff's loan obligations under the Stock Purchase Agreement were effectively reduced by each percentage point by which DHA's purchasing levels fell below this threshold (the "Loan Reduction Provision").

#### **Modification of the Payment Obligations**

24. Following execution of the Stock Purchase Agreement, Plaintiff undertook multiple efforts to secure the necessary financing with potential financial institution lenders, in order to secure funds to pay off the Initial Loan under the Stock Purchase Agreement, so that Defendant would not have to continue to finance the Initial Loan.

25. Despite Plaintiff's good faith efforts to secure funds to refinance and pay off the Initial Loan, Plaintiff found he was unable to do so given the financial situation of WEBCO, and on October 21, 2013, Plaintiff and Defendant agreed to a modification of the payment obligations under the Stock Purchase Agreement (the "Initial Payment Modification"), by providing an extension to February 1, 2014, on which date the Initial Loan would become due, and requiring Plaintiff to pay interest only on the \$595,000 principal amount of the Initial Loan at an interest rate of five percent (5%), resulting in an interest only monthly payment on said amount of \$2,479.17. A copy of the October 21, 2013 email reflecting the parties' Initial Payment Modification is attached hereto as **Exhibit "C."**

26. Following the expiration of the term described in the Initial Payment Modification, Defendant verbally agreed to extend the payment term of the Initial Loan, and Plaintiff continued to make regular monthly payments on the Initial Loan and the Remaining Loan.

27. Plaintiff was offered a loan on commercially acceptable terms (*i.e.*, acceptable to Plaintiff and WEBCO) by a financial institution to refinance the Initial Loan, but the financial institution required as a condition to making the loan that Defendant transfer his remaining ten percent (10%) interest in WEBCO to Plaintiff – such financial institution citing the customary banking policy that its loans not be made to pay off the debts of continuing shareholders of the borrowing entity.

28. When informed by Plaintiff of this lending requirement, Defendant refused to sell his ten percent interest in WEBCO to Plaintiff, thereby blocking the ability of Plaintiff and WEBCO to obtain such third party refinancing of the Initial Loan.

29. Following the Initial Payment Modification and through the date of the filing of this Complaint, Plaintiff continued to undertake efforts to secure the refinancing of the Initial Loan by institutional lenders and other financing sources, but to date has been unsuccessful in such refinancing. Plaintiff found that he was blocked from doing so as long as Defendant continued to insist that he retain the ten percent interest in WEBCO's capital stock.

30. During the month of December of 2015, Defendant and Plaintiff engaged in extensive negotiations to reach agreement on modified loan terms, whereby the Initial Loan terms would be converted to a more formal loan pay-off schedule to be paid off over a number of years, which efforts did not come to fruition in part due to the sale of DHA described below.

31. When combining all of the loan payments made by Plaintiff to Defendant in connection with the Initial Loan and the Remaining Loan, as of the date of the filing of this

Complaint, Plaintiff has remitted approximately \$275,829.58 to Defendant under the Stock Purchase Agreement, which payments Defendant accepted.

**DHA's Purchasing Thresholds Are Not Met, in Part Due to the Sale of DHA**

32. Since the execution of the Stock Purchase Agreement, DHA's purchase orders with WEBCO have increasingly declined. In fact, since execution of the Stock Purchase Agreement, Defendant has failed to cause DHA to meet the Minimum Purchase Requirements set forth in the Stock Purchase Agreement – those Minimum Purchase Agreements having never been met.

33. As a result of the decreasing purchases by DHA, WEBCO's revenues have been on a decline, which decreased revenues have detrimentally affected WEBCO, including the ability of Plaintiff, on behalf of WEBCO, to secure the needed outside financing for the Initial Loan.

34. WEBCO's business has been further detrimentally impacted when in late December of 2015 or early January of 2016, Defendant sold or caused to be sold all or substantially all of the capital stock and/or the assets of DHA to a third party managed and controlled by Dr. P.G. Patel (the "DHA Acquisition"), which acquisition, on information and belief, resulted in a multi-million dollar purchase price paid to Defendant.

35. Immediately prior to the DHA Acquisition, Defendant and Plaintiff were actively involved in efforts to renegotiate the Initial Loan and the Remaining Loan as described above, and during such negotiations Defendant not only failed to apprise Plaintiff of the imminent sale of DHA, but also misleadingly tried to convince Plaintiff to eliminate the Minimum Purchase Requirements in connection with the renegotiation of the loan terms,

telling Plaintiff “you do not need such protection because as long as I remain a 10% owner of WEBCO, I will of course make sure you continue to get DHA’s business.”

36. Subsequent to the closing of the DHA Acquisition, Plaintiff was informed by Dr. Patel that DHA would no longer be ordering any of its dental and/or medical supplies and equipment from WEBCO, effectively reducing the purchasing levels from DHA down to zero dollars (\$0.00).

37. When Plaintiff confronted Defendant with this news, Defendant made clear that he had not bound DHA or Dr. Patel to fulfill the Minimum Purchase Requirements in connection with the DHA Acquisition.

38. Defendant’s failure to cause DHA to meet the Minimum Purchase Requirements under the Stock Purchase Agreement at any time since conveying his 90% ownership in WEBCO, coupled with his sale of DHA which, in turn, has resulted in DHA electing to discontinue ALL of its purchases through WEBCO, constitutes a trigger of the Loan Reduction Provision in the Stock Purchase Agreement, such that Plaintiff: (a) no longer has any obligation to remit any further payments for the Initial Loan or the Remaining Loan; and (b) is entitled to a refund of the amounts previously paid to Defendant on such loans.

### **Count I**

#### **Claim for Declaratory Relief**

39. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 38 above, as if fully set forth herein.

40. This is an action for declaratory relief filed pursuant to 28 U.S.C. §2201 in which Plaintiff seeks a declaration from this Court concerning the rights and other legal



relations of the parties under the Stock Purchase Agreement, as it pertains to the following language contained in the Stock Purchase Agreement.

41. Under Section 1.2 of the Stock Purchase Agreement, Plaintiff's financial obligations to Defendant are to be reduced or entirely eliminated if the Minimum Purchase Requirements with DHA are not met.

42. Based on the negotiations and discussions between the parties leading up to the execution of the Stock Purchase Agreement, Plaintiff understood the following as it concerns the intent behind the provisions of Section 1.2, namely that:

- a. The 2012 level of purchase by DHA was \$950,000;
- b. If the inventory and supply purchasing by DHA going forward dropped below 90% of \$950,000 (*i.e.*, dropped lower than \$855,000 on an annual basis), then the loan would be reduced by each percentage point or portion thereof below the stated 90%;
- c. Because the Minimum Purchase Requirements set forth in the Stock Purchase Agreement have never been met in each of the years following execution of the Stock Purchase Agreement, the Loan Reduction Provisions have been triggered, and because the purchasing level from DHA has been reduced 100% down to 0%, Plaintiff's obligations under its loans with Defendant are to be reduced to \$0.

43. Plaintiff disagrees with Defendant's interpretation of Section 1.2 of the Stock Purchase Agreement and contends that no such purchasing requirements from DHA are in place and therefore, (in Defendant's estimation) no such loan reduction is to be applied.

44. Pursuant to 28 U.S.C Section §2201, and Federal Rule of Civil Procedure 57, Plaintiff requests this Honorable Court to declare the rights and obligations of the parties to this action as it pertains to the Stock Purchase Agreement.

45. Plaintiff also requests, pursuant to 28 U.S.C. §2202, such necessary or other proper relief as may be necessary after the rights of the parties have been adjudicated.

46. Plaintiff requests an award of the costs of this action.

WHEREFORE, Plaintiff respectfully requests this Court enter a declaration that the Loan Reduction Provision has been triggered under the Stock Purchase Agreement, such that Plaintiff's obligations under the loans extended by Defendant have been reduced to \$0, and Plaintiff is entitled to reimbursement of all monies paid to Defendant pursuant thereto.

## **Count II**

### **Breach of Contract**

47. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 38 above, as if fully set forth herein.

48. Pursuant to the Stock Purchase Agreement, Plaintiff has paid Defendant approximately \$275,829.58 in principal and interest on the loans extended by Defendant under the Stock Purchase Agreement.

49. By failing to apply the Loan Reduction Provisions under the Stock Purchase Agreement and continuing to demand that Plaintiff remit payments on the loans under the Stock Purchase Agreement in the full initial principal amounts thereof, Defendant has breached the Stock Purchase Agreement.

50. Defendant has independently breached the Stock Purchase Agreement by failing to cause DHA to purchase equipment worth One Hundred Fifty Thousand US Dollars (\$150,000) on an annual basis from WEBCO as required in Section 1.2 of the Stock Purchase Agreement.

51. Plaintiff has been damaged as a consequence of the foregoing breaches by Defendant.

52. Plaintiff performed all of his obligations under the Stock Purchase Agreement.

WHEREFORE, Plaintiff respectfully requests judgment for damages against Defendant, plus interest and court costs.

### **Count III**

#### **Breach of Implied Duty of Good Faith & Fair Dealing**

53. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 38 above, as if fully set forth herein.

54. Under all applicable law (including Florida and New Jersey law), the implied covenant of good faith and fair dealing is a part of every contract.

55. Pursuant to the Stock Purchase Agreement, Defendant agreed to cause DHA to meet certain Minimum Purchase Requirements with WEBCO, and in the event such Minimum Purchase Requirements were not met, Defendant agreed to reduce Plaintiff's loan obligations under the Stock Purchase Agreement in accordance with a specific formula.

56. Defendant, through his conscious and deliberate acts, has failed and refused to comply with his contractual responsibilities and unfairly frustrated the purpose of the Stock Purchase Agreement, and has disappointed Plaintiff's expectations that such Minimum

Purchase Requirements would be met or that Plaintiff's loan obligations would otherwise be reduced if such Minimum Purchase Requirements were in fact not met.

57. Defendant's deliberate actions deprived Plaintiff of the benefits under the Stock Purchase Agreement.

58. Plaintiff has suffered damages as a direct and proximate result of Defendant's actions in breach of his implied covenant of good faith and fair dealing.

WHEREFORE, Plaintiff respectfully requests judgment for damages against Defendant plus interest, and court costs.

#### **JURY TRIAL DEMAND**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a jury trial on all causes of action so triable.


#### **PRAYER FOR RELIEF**

WHEREFORE, plaintiff, Christopher Cooley, demands judgment against the defendant, Clifford Lissman, as follows:

- A. On the first cause of action for declaratory relief;
- B. On the second cause of action for breach of contract;
- C. On the third cause of action for breach of the duty of good faith and fair dealing;
- D. For a judgment awarding plaintiff actual and consequential damages;
- E. For a judgment awarding plaintiff costs and interest; and
- F. For a judgment awarding plaintiff any and such other relief as the Court deems appropriate.

Dated this 9th day of February, 2016.

**TAMPA LAW SOURCE, P.A.**



---

Alexandra M. Kowalski, Trial Counsel  
Florida Bar No. 59862  
Daniel G. Musca  
Florida Bar No. 72877  
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Tampa, Florida 33626  
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Secondary E-mail: [alex@tampabizlaw.com](mailto:alex@tampabizlaw.com)  
Counsel for Plaintiff

Re: UPdate

Page 1 of 2

From: Christopher Cooley <chriscooley5150@aol.com>  
To: ccooley5150 <ccooley5150@aol.com>  
Subject: Re: UPdate  
Date: Tue, Oct 22, 2013 8:26 am

---

Doc,

I have received your response and I have a few points:

- 1.) Can we make the payment due on the 10th which is the same as the other payments I make to you.
- 2.) I realize that I have put two dates in my original email one said 90 days and then I wrote February. Whichever you decide is fine as I know we are both working together toward the same goal and until the government resumes we will not have a grasp on the length of the delay. I am confident we will continue to work together for a mutually beneficial outcome.

Thank you,

Christopher Cooley

Please note my new email address:

[chriscooley5150@aol.com](mailto:chriscooley5150@aol.com)

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

From: Christopher Cooley <ccooley5150@aol.com>  
To: chriscooley5150 <chriscooley5150@aol.com>  
Sent: Tue, Oct 22, 2013 8:00 am  
Subject: Fwd: UPdate

Thank you,

Christopher Cooley

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

From: Lisman, Clifford <CLisman@NJSHA.com>  
To: ccooley5150 <ccooley5150@aol.com>  
Cc: AOL Harry Levin <hlevinhjl@aol.com>  
Sent: Mon, Oct 21, 2013 12:59 pm  
Subject: RE: UPdate

This e-mail in further response to your e-mail below is to confirm and memorialize our understanding that I will provide an extension to February 1, 2014 for you to complete your V.A. loan process. As per our conversation you will begin paying interest only on the \$595,000.00 payment due December 1, 2013 and now extended to February 1, 2014 at an interest rate of 5%. Monthly this amount based on my calculations is \$2479.17 which is to begin November 1, 2013. The principal of \$595,000.00 is due on or before February 1, 2014.

## EVERYTHING MATTERS

Clifford G. Lisman, D.M.D.  
President, Dental Health Associates, P.A.  
320 South Main Street  
Corporate Headquarters, 2nd Floor  
Phillipsburg, NJ 08865  
Office :  
Direct: 908 878-0213 or  
Main: 908 387-6120 ext. 8003  
Cell: 908 910-7147  
Fax : 908 387-8322

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JS 44 (Rev 09/10)

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA**

CIVIL COVER SHEET

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law.

**Plaintiff(s):**

First Listed Plaintiff:  
Christopher Cooley ;  
1 Citizen of This State;  
County of Residence: Pasco County

**Defendant(s):**

First Listed Defendant:  
Clifford Lissman ;  
2 Citizen of Another State; New Jersey  
County of Residence: Outside This District

**County Where Claim For Relief Arose:** Pasco County

**Plaintiff's Attorney(s):**

Alexandra Monique Kowalski (Christopher Cooley)  
Tampa Law Source, P.A.  
13139 W. Linebaugh Ave, Ste 101  
Tampa, Florida 33626  
Phone: 813-814-0700  
Fax: 813-814-0762  
Email: alex@tampabizlaw.com

**Defendant's Attorney(s):**

Daniel J. Musca  
Tampa Law Source, P.A.  
13139 W. Linebaugh Ave, Ste 101  
Tampa, Florida 33626  
Phone: 813-814-0700  
Fax: 813-814-0762  
Email: dan@tampabizlaw.com

**Basis of Jurisdiction:** 4. Diversity of Citizenship

**Citizenship of Principal Parties (Diversity Cases Only)**

Plaintiff: 1 Citizen of This State  
Defendant: 2 Citizen of Another State

**Origin:** 1. Original Proceeding

**Nature of Suit:** 190 All Other Contract Actions

FILED  
15 FEB -9 PM 3:26

**STOCK PURCHASE AGREEMENT**

THIS STOCK PURCHASE AGREEMENT, dated this first day of August 2013, by and between CLIFFORD G. LISMAN, individually, as sole shareholder (hereinafter "Seller") and as President of WEBCO Dental and Medical Supplies, Inc., with offices and operations at 10961 State Road 52, Suite 101/102, Hudson, Florida, 34669, a corporation organized and existing pursuant to the laws of the state of New Jersey (hereinafter "WEBCO"), and CHRISTOPHER COOLEY, individually (hereinafter "Purchaser").

---

**WITNESSETH:**

WHEREAS, Seller desires to sell and transfer ninety per cent (90%) of his ownership of WEBCO, and the Purchaser desires to purchase and acquire ninety per cent (90%) of WEBCO, in exchange for the consideration set forth hereinbelow, and

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I**

**Sale and Purchase**

1.1 Assets. Seller hereby sells, transfers, assigns, conveys and delivers to the Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, ninety percent (90%) of Seller's stock, right, title and interest in WEBCO, including equipment, goodwill, inventory, signage, books of account, files, papers and records of or relating to Webco, and items listed on Schedule 1.1 attached hereto ("Assets").



**1.2 Purchase Price and Documents.** Simultaneous with the execution and the delivery hereof Seller shall deliver to the Purchaser a Bill of Sale in the form attached hereto as Schedule 1.2 ("Bill of Sale"). In consideration for the transfer of stock and assets, the Purchaser agrees to pay the Seller the sum of Nine Hundred Ninety Five Thousand (\$995,000.00) U.S. Dollars. On December 1, 2013 a payment of Five Hundred Ninety Five Thousand (\$595,000.00) U.S. Dollars is due from Purchaser to Seller. Purchaser shall also deliver to Seller a Note in the amount of Four Hundred Thousand Dollars (\$400,000.00) at Five Percent (5%) interest for Five (5) years. Monthly principal and interest payments of Seven Thousand Five Hundred Forty-Eight Thousand Dollars and Ninety-Seven Cents (\$7,548.97) shall be due beginning on September 10, 2013 and made on the 10<sup>th</sup> day of every month for a term of sixty (60) months, with no prepayment penalty. Additionally, Purchaser shall also pay interest on the \$595,000.00 at a rate of Five Percent (5%), from August 1, 2013 to December 1, 2013, which shall be added to the Note and paid in a lump sum on the 10th day of the month following the final principal and interest payment. In the event Purchaser is unable to make the Five Hundred Ninety Five Thousand (\$595,000.00) payment on December 1, 2013 all of the Buyer's right, title and interest in stock/stock certificates in WEBCO shall revert, without objection or protest to the Seller.

If Dental Health Associates, 320 South Main Street, Phillipsburg, NJ 08865 inventory and supply purchasing, excluding equipment, drops below ninety percent (90%) of the 2012 level (\$950,000.00), then the above referenced loan is reduced by each percentage point or portion thereof below the stated ninety per cent (90%) 2012

threshold; provided however, Seller shall be entitled to a credit in fulfillment of that obligation for, purchases of equipment which exceed One Hundred Fifty Thousand Dollars (\$150,000) annually, or for sales of third parties from the efforts or referral of Seller. Fulfillment of this obligation shall be determined on a rolling three (3) year average basis. The Seller agrees to maintain purchases of equipment on an annual basis of One Hundred Fifty Thousand Dollars (\$150,000). These minimum purchasing requirements ~~are in effect until the loan is paid in full. All Dental Health Associates invoices will be~~  
"Net 30", with an assessment for late payments.

1.3 Liabilities Assumed by a Purchaser. The Purchaser agrees to assume, discharge in accordance with its terms, and indemnify, defend and hold harmless Seller, against any and all loss, cost, damage or expense based upon, in whole or in part, directly or indirectly all credit accounts listed in Schedule 1.3. All other credit accounts, invoices or expenses incurred prior to the effective date of the Agreement, as stated on Schedule 1.3a, must be satisfied at or before closing. Purchaser agrees to pay the Seller ten percent (10%) of Net Profits annually beginning April 31, 2014 of the first full twelve (12) months, after the purchase price is paid in full and continuing to be due and payable every April thereafter. Net Profits shall be total revenues less all operating costs and expenses after taxes are paid.

## ARTICLE II

### Seller's Representations and Warranties

Seller hereby represents and warrants to the Purchasers as follows:

**2.1 Organization and Authority.** There is no dissolution, liquidation or bankruptcy proceedings pending, contemplated by or threatened against Seller.

**2.2 Absence of Conflict.** Neither the execution nor the delivery by Seller ~~hereof, the compliance by Seller with the terms and conditions hereof nor the~~

consummation by Seller of the transactions contemplated hereby will (i) conflict with any of the terms, conditions or provisions of the articles of incorporation, regulations or other constituent instruments of WEBCO, (ii) violate any provision of, or require any consent, authorization or approval under, any law or administrative regulation or any judicial, administrative or arbitration order, award, judgment, writ, injunction or decree applicable to, or any governmental permit or license issued to, Seller of WEBCO or (iii) conflict with, result in a breach of, constitute a default or event of default under (whether by notice or the lapse of time, or both) or accelerate or permit the acceleration of, the performance required by, or require any consent, authorization or approval under, any indenture, mortgage, lien, agreement or instrument to which Seller is a party or by which WEBCO or all, or any, of its assets may be bound.

**2.3 Power and Authority.** Seller has the power to execute, deliver and carry out the terms and provisions of the Agreement in accordance with its terms and the Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable in accordance with its terms.

2.4 Assets. Seller has title to the Assets.

2.4 Brokers or Finders. Seller is not obligated, directly or indirectly, to any person for investment banking, brokerage or finders' fees, agents' commission or any similar charges in connection with the Agreement or the transactions contemplated hereby.

### ARTICLE III

#### Purchaser's Representations and Warranties

Purchase represents and warrants to Seller as follows:

---

3.1 Organization and Authority. There is no dissolution, liquidation or bankruptcy proceedings pending, contemplated by or threatened against Purchaser.

3.2 Absence of Conflict. To the best of the knowledge of Purchaser there exists no conflict of interest nor is there any reason why the Purchaser may not acquire the stock of WBBCO and provided further that Purchaser will use its best efforts to fully comply with all requirements, including but not limited to the financial obligations hereunder.

3.3 Power of Authority. The Purchaser has the power to execute and carry out the terms and provisions of the Agreement in accordance with its terms and the Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser enforceable in accordance with its terms.

3.4 Brokers or Finders. The Purchasers are not obligated, directly or indirectly, to any person for investment banking, brokerage or finders' fees, agents' commissions or any similar charges in connection with the Agreement or the transactions contemplated hereby.

3.5 Performance. The Purchaser acknowledges that he fully understands the financial obligations associated with this Agreement and further expressly agrees to use his best efforts to ensure that all payments are timely and fully made. It is acknowledged and agreed that time is of the essence in all respects and any failure to perform as agreed is a material breach of the Agreement entitling the Seller to all remedies available under the applicable law.

---

3.6 Personal Guaranty. The Purchaser and /or his Estate personally guarantees full performance, including but not limited to the terms of financial obligations and operations of the business, as described herein. It is an express condition of this Agreement and an essential feature of the consideration of entering into this Agreement, that the Purchaser provide this guaranty and further acknowledges that until full performance of this Agreement is attained, the stock transferred hereunder shall be held in escrow by Seller's attorney and shall serve as additional collateral to ensure the full, timely and satisfactory performance of all terms and conditions stated herein.

#### ARTICLE IV

##### The Closing

The closing shall be deemed to have occurred, for any and all purposes hereof, upon the delivery to Seller of the Agreement, and the delivery to the Purchaser, by Seller, of the Bill of Sale, the Agreement and an Office/Director Resignation and all other documents necessary to close pursuant to this agreement ("Closing"). Each of these shall take place simultaneously on, or as of, the date hereof.

## ARTICLE V

### Miscellaneous

5.1 Further Assurance. From time to time, at the Purchasers request (whether at or after the closing), and without further consideration, Seller will execute and deliver such further instruments of conveyance and transfer as the Purchasers may reasonably request in order to assist the Purchasers in the financing the purchase, collection or reduction to possession of any of the Assets.

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5.2 Survival. The covenants of the parties contained herein, or on any document, statement or certificate furnished, or to be furnished, in connection with or pursuant to the Agreement shall never expire or terminate.

5.3 Expenses. The Seller will pay all costs and expenses attributable to the performance of and compliance with all agreements and conditions contained in the Agreement to be performed or complied with by the Seller. Purchasers will pay all costs and expenses attributable to the performance of and compliance with all agreements and conditions contained in the Agreement to be performed or complied with by the Purchasers.

5.4 Governing Law. This Agreement shall be construed by applying the law of the state of New Jersey, where venue shall lie.

5.5 Entire Agreement, Modification and Waiver. The Agreement, including the exhibits hereto, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties,

representations or other agreements, express or implied, made to any party by any other party in connection with the subject matter hereof except as may be set forth herein or in documents delivered pursuant hereto. To the fullest extent permitted by applicable law, unless otherwise expressly provided herein, no supplement, modification, waiver or termination of the Agreement shall be binding unless executed, in writing, by the parties to be bound thereby. No waiver of any provision of the agreement shall be deemed or ~~shall constitute a waiver of any other provision hereof (whether or not similar), not shall~~ such waiver constitute a continuing waiver unless otherwise expressly provided.

**5.6 Notices.** All notices, consents, requests, reports, demands or other communications hereunder shall be in writing and may be delivered personally, by registered or certified mail.

If to Purchaser:

Christopher Cooley  
10961 State Road 52, Suite 101/102  
Hudson, Florida 34669

With a copy to:

Steven K. Jonas, Esq.  
Law Office of Steven K. Jonas, P.A.  
4914 State Road 54  
New Port Richey, Florida 34652

If to Seller:

Clifford G. Listman, DMD  
380 South Main Street  
Phillipsburg, NJ 08876

Harry Jay Levin, Esq.  
LevinCyphers  
700 Hooper Avenue  
Toms River, NJ 08753  
harrylevin@levincyphers.com

or to such other address or such other person as the addressee party shall have last designated by written notice to the other party. All notices shall be deemed to have been given when received, or when confirmed in writing by return receipt or other written confirmation.

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**5.7 Counterparts.** The Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

**5.8 Headings.** The article and section headings in the Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

**5.9 Announcements.** The parties hereto agree that none of the parties hereto shall issue any press release, public announcement or other communication, other than as is required by applicable law, with respect to the Agreement or the transactions described herein without, for releases by Purchasers, the express prior written consent of the Seller, and for releases by the Seller, the express prior written consent of Purchasers.

**5.10 Indemnity Claim.** To the extent of each parties ownership interest, the Purchaser shall indemnify and hold the other completely harmless from and against any and liability, as to the Seller for all claims occurring prior to the Closing, as to the



Purchaser for all claims occurring after the Closing, it being the intent of this provision that any claim arising at a time of ownership shall be the responsibility of that party, regardless of when the claim is registered. In the event the claim is based on an operational event after the Closing, the Purchaser shall fully indemnify the Seller. After the Closing, the Purchasers and the Seller shall promptly give notice to each other after either of them obtains knowledge of any claim, obligation, liability or action for which indemnification may be sought hereunder or prompt written notice of the commencement

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of any legal proceeding for which indemnification may be sought hereunder, whichever occurs first. The indemnifying party shall be entitled to control the defense of any such legal proceeding, retain counsel reasonably satisfactory to the indemnified party, at the sole expense of the indemnifying party, and the indemnified party shall cooperate with the indemnifying party in the defense of such claim and shall have the right, but not the obligation, to participate in the defense at its own expense. If the indemnifying party elects not to direct such defense, the indemnified party shall have the right, at its own discretion, to direct such defense at the indemnifying party's sole expense. The indemnifying party shall have the right to compromise or settle (for money damages only), with the indemnified party's prior written approval, any claim or litigation regarding which it is required to indemnify. If the indemnified party refused to approve any compromise or settlement recommended by the indemnifying party which would have concluded such claim or litigation but for the indemnified party's failure to give approval, the indemnifying party's liability to the indemnified party hereunder with respect to such claim

or litigation shall not exceed the amount which the indemnifying party would have paid pursuant to the proposed compromise or settlement.

**5.11 Release.** Seller does hereby and for my/our, its heir, executors, administrators, successors and assigns release, acquit and forever discharge Buyer, and his, her, their, or its employees, agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which Seller, individually, as sole shareholder and as President of Webco Dental and Medical Supplies, Inc., a corporation organized and existing pursuant to the laws of the State of New Jersey, has or which may hereafter accrue on account of or in any way growing out of any and all KNOWN AND UNKNOWN, FORSEEN AND UNFORSEEN consequences thereof resulting or to result from Buyer's employment by Webco Dental and Medical Supplies, Inc., a corporation organized and existing pursuant to the laws of the State of New Jersey or the stock purchase of Webco Dental and Medical Supplies, Inc., a corporation organized and existing pursuant to the laws of the State of New Jersey by Buyer, provided however that this release shall be mutual in that the Purchaser releases the Seller from all employment related claims, known or unknown.

The undersigned hereby declare(s) and represent(s) that this Release is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this

Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

5.12 Gender and Number. Any personal pronouns used in the Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural and vice versa, whenever and as often as may be appropriate.

5.13 Severability. If any provision of the Agreement or the application thereof shall be invalid, illegal or unenforceable the remainder of the Agreement shall remain in full force and effect and each court making any such determination is requested to amend such provision in order that it may, in such amended version, be enforceable.

5.14 Time is of the Essence. Time is deemed to be of the essence in respect to all of the terms, covenants, representations and warranties contained herein.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the date first above written.

Attest:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: ABS

Date: 7/25/13

By: \_\_\_\_\_  
CLIFFORD G. LISMAN, individually, as  
sole shareholder and as President of  
WEBCO Dental and Medical Supplies, Inc.

Date: \_\_\_\_\_

By: [Signature]  
CHRISTOPHER COOLBY,

Date: 7/25/13

Schedule 1.2

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound:

CLIFFORD LISMAN, individually, as sole shareholder and as President of Webco Dental and Medical Supplies, Inc., a corporation organized and existing pursuant

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to the laws of the State of New Jersey ("Seller"), has sold, conveyed, assigned, transferred and delivered, and by these presents does hereby sell, convey, assign, transfer and deliver, to CHRISTOPHER COOLEY, individually (the "Purchaser"), its successors and assigns, all of Seller's worldwide right, title and interest in and to the Assets.

TO HAVE AND TO HOLD the same, unto and for the use of the Purchaser, forever.

Seller does hereby agree from time to time after the date hereof, at Purchaser's request, and without further consideration, to promptly execute and deliver, or cause to be promptly executed and delivered, such other and additional instruments or transfer, conveyance and assignment, and to take such other and further actions, as the Purchaser shall reasonably request to more effectively transfer, convey and assign to, and to put Purchasers in actual possession and control of, each of the Assets.

All capitalized words and phrases used but not defined herein and defined in the asset purchase agreement, dated as of the 25<sup>th</sup> day of July 2013, by and among

Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

5.12 Gender and Number. Any personal pronouns used in the Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural and vice versa, whenever and as often as may be appropriate.

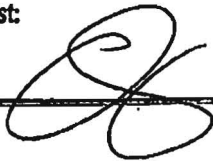
5.13 Severability. If any provision of the Agreement or the application thereof shall be invalid, illegal or unenforceable the remainder of the Agreement shall remain in full force and effect and each court making any such determination in requested to amend such provision in order that it may, in such amended version, be enforceable.

5.14 Time is on the Essence. Time is deemed to be of the essence in respect to all of the terms, covenants, representations and warranties contained herein.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed as of the date first above written.

Attest:

By: \_\_\_\_\_



Date: \_\_\_\_\_

7/25/13

Attest:

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

CLIFFORD G. LISMAN, individually, as sole shareholder and as President of WEBCO Dental and Medical Supplies, Inc.

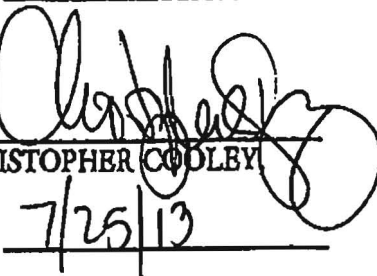
Date: \_\_\_\_\_

7/25/13

By: \_\_\_\_\_

CHRISTOPHER COOLEY

Date: \_\_\_\_\_



CLIFFORD LISMAN, individually, as sole shareholder and as President of Webco Dental and Medical Supplies, Inc., a corporation organized and existing pursuant to the laws of the State of New Jersey and CHRISTOPHER COOLEY shall have the respective meanings attribute thereto in the Purchase Agreement.

This Bill of Sale is made subject to and with the benefit of the respective representations, warranties, covenants and other provisions of the Purchase Agreement.

WITNESS the due execution of this Bill of Sale as of the \_\_\_\_\_ of July, 2013

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_  
CLIFFORD LISMAN, individually, as sole shareholder and as President of Webco Dental and Medical Supplies, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: CLS

By: Christopher Cooley  
CHRISTOPHER COOLEY

Date: 7/25/13

Date: 7/25/13

**Schedule 1.3**

**LIABILITIES ASSUMED BY PURCHASER**

**Purchaser shall be responsible for all credit accounts, monthly expenses, utilities bills, Guardian Protection Services invoices, building leases, Esolutions Data, NDC Membership Fees, and all debts and invoices due on all 87 manufacturing lines incurred on or after August 1, 2013. Purchaser agrees to indemnify and hold harmless Seller for any debt, described above, incurred after August 1, 2103.**

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**Schedule 1.3a**

**LIABILITIES NOT ASSUMED BY PURCHASER**

**Purchaser shall not be responsible for any credit accounts, monthly expenses, utilities bills, Guardian Protection Services invoices, building leases, Esolutions Data, NDC Membership Fees, and all debts and invoices due on all 87 manufacturing lines incurred before August 1, 2013. All debt as described above shall be paid by Seller at or before the closing.**

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# Attachment 3



CHRIS

COOLEY

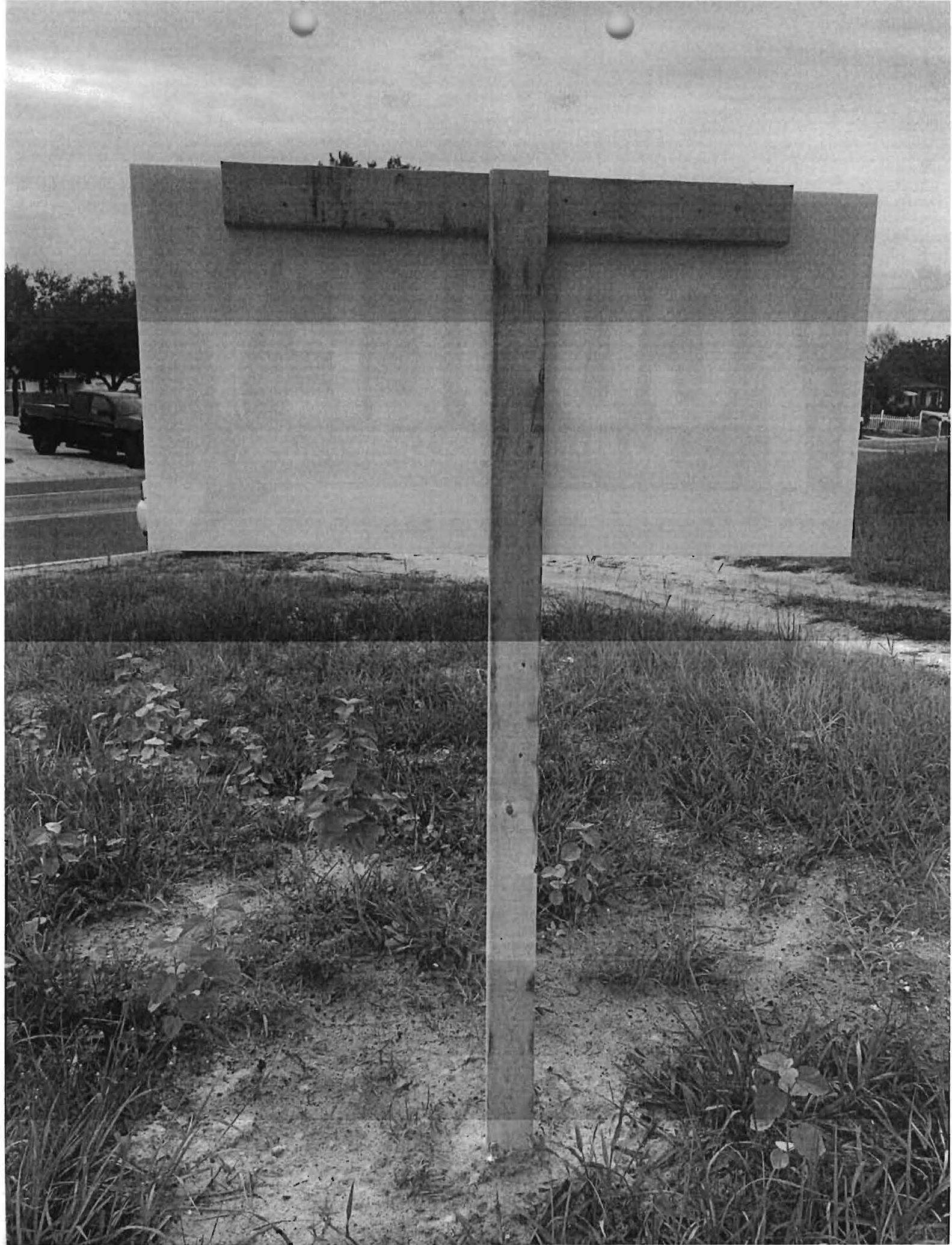
for PASCO COUNTY COMMISSIONER

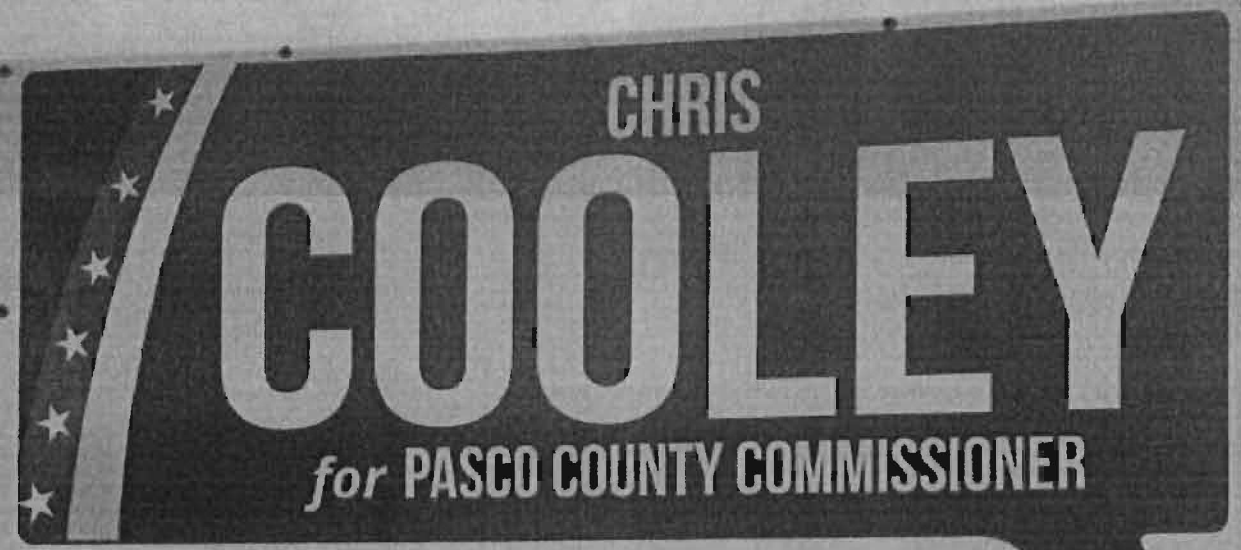
www.ChrisCooleyFL.com



#WELOVEPASCO

1877  
SELECT  
SUPPORT





[www.ChrisCooleyFL.com](http://www.ChrisCooleyFL.com)



#WELOVEPASCO

www.ChrisCooleyFL.com is a registered trademark of Chris Cooley for Pasco County, Florida 33522.





**CHRIS**  
**COOLEY**  
For County  
Commissioner  
A NEW  
**VOICE**  
FOR PASCO



14486 Cortez Blvd.  
Brooksville, FL 34613  
352-597-4880

DATE	INVOICE #

BILL TO
POLITICAL

P.O. NO.	TERMS
	COD

QUANTITY	ITEM	DESCRIPTION	RATE	AMOUNT
100	S	48"X96" SIGN	30.00	3,000.00
		FLORIDA SALES TAX	6.50%	195.00

Phone #

<b>Total</b>	<b>\$3,195.00</b>
--------------	-------------------

**Candidate : Chris Cooley**  
**Office : County Commissioner District 5**

[Go Back](#)[Print This Information](#)[Export these transactions \(tab delimited - .csv\)](#)

**Report Date : M4**  
**(4/1/2016 - 4/30/2016)**

**Campaign Treasurer's Report - Itemized Contributions**

Seq Num	Date	Contributor	Contributor Type	Occupation	Contribution Type	Amend	Amount
1	4/4/2016	Melissa Fahy 13405 White Walnut Street Hudson, FL 34669	Individual	CEO ofNon-Profit	Check		\$100.00
2	4/5/2016	Abe Carmack 8700 Citizens Drive New Port Richey, FL 34654	Individual	LEO	Check		\$50.00
3	4/11/2016	Peter Santarone 3524 W Sunset Ave Boise, ID 83703	Individual	Fabricator (CC)	Check		\$25.00
4	4/12/2016	Noel Nesper 3243 Ashmonte Drive Land O Lakes, FL 34638	Individual	RealEstate CC	Check		\$500.00
5	4/14/2016	Jennifer Stanjeski 9104 East Haven Court New Port Richey, FL 34655	Individual	Teacher (CC)	Check		\$40.00
6	4/14/2016	Lee Anna Siegrist 9914 State Road 52 Hudson, FL 34669	Individual	Sales (CC)	Check		\$25.00
7	4/14/2016	Victoria Shoun 10651 Jacamar Drive New Port Richey, FL 34654	Individual	Surveyor	Check		\$100.00
8	4/14/2016	Sheila Krautner 7109 San Jose Loop New Port Richey, FL 34655	Individual	Retired	Check		\$50.00
9	4/14/2016	OI Tyme Gun Shop, Inc. 10038 State Road 52 Hudson, FL 34669	Business	Gun Shop	Check		\$300.00
10	4/14/2016	Lolo Pipa 12723 Buckhorn Drive Hudson, FL 34669	Individual	Asst MgrSupply Co	Check		\$50.00
11	4/14/2016	Nicholas DeCanio 9717 Via Segovia New Port Richey, FL 34655	Individual	AirTrafficCtl(CC)	Check		\$25.00
12	4/14/2016	Dana Carmack 8700 Citizens Drive New Port Richey, FL 34654	Individual	LEO	Check		\$25.00
13	4/14/2016	Barbara Wood 6807 San Jose Loop New Port Richey, FL 34655	Individual	InsuranceSales	Check		\$100.00
14	4/14/2016	Roman Plumbing, Inc. 13826 Pimberton Dr Hudson, FL 34669	Business	Plumbing	Check		\$50.00
15	4/19/2016	Dulcet Restaurant and Lounge 2107 Hammock Park Court Trinity, FL 34655	Business	Restaurant	Check		\$300.00
16	4/20/2016	Annamaria Farrell 10938 Avana Way Trinity, FL 34654	Individual	Attorney	Check		\$500.00
17	4/25/2016	Kelly Herman 7911 Woburn Street NPR, FL 34653	Individual	runsnon-profit	Cash		\$50.00
18	4/25/2016	Brooke Peterson 7911 Woburn St NPR, FL 34653	Individual	non-profit	Cash		\$50.00
19	4/25/2016	Deluca's Fine Jewelry 3104 Town Ave #105 New Port Richey, FL 34655	Business	JewelryStore	Check		\$100.00
20	4/28/2016	Chris Cooley 10716 Rain Lilly Pass LOL, FL 34638	Candidate to Themselves	candidate	Loan		\$2,500.00
<b>Total Contributions</b>							<b>\$4,940.00</b>

**Campaign Treasurer's Report - In-Kind Contributions**

Seq Num	Date	Contributor	Contributor Type	Occupation	In-Kind Description	Amend	Amount
1	4/15/2016		Business	Restaurant	Donation of food for the meet & greet.		\$278.20



Taso's Italiano  
4106 Little Road  
New Port Richey, FL 34655

2	4/13/2016	Chris Cooley 10716 Rain Lilly Pass LOL, FL 34638	Candidate to Themselves	candidate	Donation Envelopes (Suncoast Printing)	\$205.00
Total In-Kind Contributions						<b>\$483.20</b>

**Campaign Treasurer's Report - Itemized Expenditures**

Seq Num	Date	Vendor	Purpose	Expenditure Type	Amend	Amount
1	4/8/2016	Republican Party of Pasco 12043 Cobblestone Drive Hudson, FL 34667	Entry/Dinner for Reagan Dinner Party #	Monetary		\$2,500.00
2	4/19/2016	ESP Signs 14486 Cortez Blvd Brooksville, FL 34613	Yard Signs and Other Signs (Check)	Monetary		\$3,248.25
3	4/21/2016	Brian Corley Spv. of Elections P.O. Box 300 Dade City, FL 33526	Petitions	Monetary		\$60.00
4	4/22/2016	Suncoast Printing 3601 Grand Blvd NPR, FL 34652	Invites for Meet & Greet # 1009	Monetary		\$129.00
Total Expenditures						<b>\$5,937.25</b>

**Campaign Treasurer's Report - Fund Transfers**

Seq Num	Date	Institution	Transfer Type	Nature of Account	Amend	Amount
No Activity This Period						

**Campaign Treasurer's Report - Distributions**

Seq Num	Date	Vendor	Purpose	Expenditure Related Exp	Amend	Amount
No Activity This Period						

\* Petty cash expenditures are realized when the funds are withdrawn for petty cash. Therefore, the referenced item is not included in the total.

[Go Back](#)

Attachment 4

Prepared by  
Marlana Posavec, an employee of  
Capstone Title LLC  
2539 Countryside Blvd., Suite 3, Clearwater, Florida 33761

Return to: Mortgagee



2015044616

Rcpt: 1669363 Rec: 44.00  
DS: 2870.00 IT: 1640.00  
03/23/2015 eRecording

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
03/23/2015 03:21 PM 1 of 5  
OR BK **9164** PG **3143**

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$702,051.77 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

**MORTGAGE DEED**  
(Individual Balloon)

**THIS MORTGAGE DEED**, executed on 03/16/2015, by

Webco Dental and Medical Supplies, Inc.

whose address is: 9914 SR 52, Hudson, FL 34669  
hereinafter called the "Mortgagor", to

**Charles M. Pratt and Michelle D. Pratt, husband and wife**

whose address is: 9849 Milano Dr., Trinity, FL 34655  
hereinafter called the "Mortgagee":

(Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "Note" includes all the notes herein described if more than one.)

**Witnesseth**, that for good and valuable considerations and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all that certain land of which the Mortgagor is now seized and in possession situate in County, Florida viz:

Tracts W and X, OSCEOLA HEIGHTS HIGHWAY ADDITION, according to the map or plat thereof as recorded in Plat Book 8, Page 122 Public Records of Pasco County, Florida. Less that portion as contained in Stipulated Final Judgment by Mediation recorded in Official Records Book 3028, Page 170 and Less that portion contained in Special Warranty Deed recorded in Official Records Book 7761, Page 696.

**To have and to hold**, the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issue and profits thereof, unto the Mortgagee, in fee simple.

**THIS IS A BALLOON NOTE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$702,051.77 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS NOTE.**

**MORTGAGE NOTE**  
(Individual Balloon)

\$ 820,000.00

03/16/2015

FOR VALUE RECEIVED, the undersigned hereinafter Christopher K. Cooley, Individually and Webco Dental and Medical Supplies, Inc. promises to pay to Charles M. Pratt and Michelle D. Pratt the principal sum of Eight Hundred Twenty Thousand dollars & no cents \$820,000.00 with interest thereon at the rate of 6 percent, per annum, from date until maturity, said interest being payable as set forth below, both principal and interest being payable in lawful money of the United States of America at , or at such other address as the holder from time to time may specify by written notice to the maker, said principal and interest to be paid on the date and in the manner following:

Payable in monthly consecutive monthly installments of \$5,874.73 including principal and interest commencing on May 1, 2015 and continuing on the 1st day of each month thereafter until balloon date, on which date a **BALLOON PAYMENT IN THE AMOUNT OF \$702,051.77** together with any unpaid interest and all other sums due under this note, shall be paid in full. Said installment when so paid shall be applied first to the interest then accrued and the balance thereof to the reduction of the principal. Payments received after the 8th of the month will incur a 5% late fee.

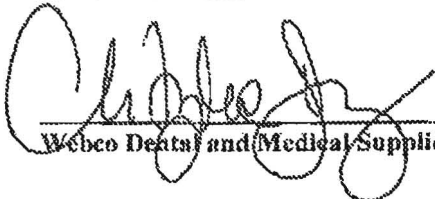
This note is to be construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any of said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within 30 days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectable without notice, time being of the essence to this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if counsel shall, after maturity of this note of default, hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

Documentary Tax has been paid and proper stamps have been affixed to the Mortgage.

Maker's Address:

  
\_\_\_\_\_  
Webco Dental and Medical Supplies, Inc.

And the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances, except taxes of the current year, and any prior mortgages and/or liens as stated elsewhere herein.

Provided always, that if said Mortgagor shall pay unto said Mortgagee all sums secured by the certain promissory note attached as Exhibit "A" hereto, and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and of this mortgage, then this mortgage and the estate hereby created shall cease, determine and be null and void.

And the Mortgagor hereby further covenants and agrees to pay, promptly when due, the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value in a company or companies acceptable to the Mortgagee, the policy or policies to be held by, and payable to, said Mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the Mortgagor for any such surplus; to pay all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred and paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every agreement, stipulation, condition and covenant set forth in said note and this mortgage or either. In the event the Mortgagor fails to pay, when due, any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

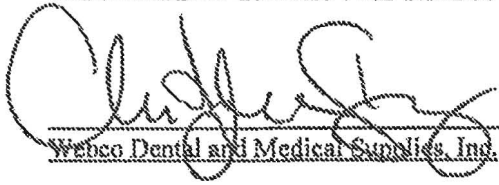
Mortgagee may require, subject to applicable law, that Borrower/Mortgagor pay to Mortgagee on the day monthly payments are due under the note secured hereby, until said note is paid in full, a sum for (a) yearly taxes and assessments which may obtain priority over this security instrument; (b) hazard or property insurance; (c) flood insurance, and (d) for any other assessment or lien which may impair the lien or attain priority over this security instrument and the note secured hereby. These amounts shall be considered escrowed amounts. Waiver by Mortgagee to collect said escrowed amounts at any time shall not constitute a waiver to exercise Mortgagee's right to elect to collect said payment(s) at any later time while any sums of money due under this mortgage, or the note secured hereby, remain unpaid.

If any sum of money herein referred to be not promptly paid within 30 days after same becomes due or if each and every agreement, stipulation, condition, and covenant of said note and this mortgage, or either, is not fully performed, complied with and abided by, then the entire sum mentioned in said note and this mortgage, or the entire balance unpaid therein, shall forthwith or thereafter, at the option of the Mortgagee, become immediately due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to


exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.


In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$702,051.77 TOGETHER WITH ACCURED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

  
\_\_\_\_\_  
Webco Dental and Medical Supplies, Inc.

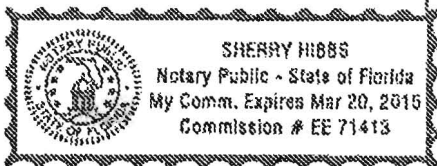
Signed, sealed and delivered in our presence:

  
\_\_\_\_\_  
Witness Signature  
Print Name: Sherry Hibbs

  
\_\_\_\_\_  
Witness Signature  
Print name: Vicki Fuhrmann

State of Florida  
County of Pasco

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on 3-16-15 by Christopher K. Cooley, President of Webco Dental and Medical Supplies, Inc. who is personally known to me or produced a valid driver's license as identification.



  
\_\_\_\_\_  
NOTARY PUBLIC  
Notary Print Name:  
My Commission Expires:

PERSONAL GUARANTEE

I, Christopher K. Cooley, residing at 10716 RAWLINS PASS LANDOLPH VA 22072-3463 (hereinafter Guarantor), do hereby personally guarantee the performance of Webco Dental and Medical Supplies, Inc. with regard to an agreement (hereinafter Agreement) by and between Webco Dental and Medical Supplies, Inc. and Charles M. Pratt and Michelle D. Pratt (a copy of said Agreement being attached hereto as Exhibit A).

In the event that Webco Dental and Medical Supplies, Inc. fails to make any payment to Charles M. Pratt and Michelle D. Pratt, or fails to perform in any manner with regard to said Agreement between the two entities, the Guarantors do hereby promise to make all payments to Charles M. Pratt and Michelle D. Pratt in the same manner as if they were the principals of said Agreement.

And furthermore, the Guarantors do hereby authorize and empower any attorney of any court of record of the state of Florida or elsewhere to appear for and to enter judgment against us, or any of us, in favor of Charles M. Pratt and Michelle D. Pratt for any sums due under the Agreement plus interest with costs of suit, release of errors, without stay of execution, and with thirty-three and one-third percent (33 1/3%) as a reasonable attorney's fee, and the Guarantors hereby waive and release all benefit and relief from any and all appraisal, stay or exemption laws of any state now in force or hereafter to be passed.

IN WITNESS WHEREOF, this personal guaranty is entered into this day of 3-16 (month & day), 2015 (year).

[Handwritten Signature]  
Signature

3/16/15  
Date

[Handwritten Signature]  
Witness

3-16-15  
Date

# Attachment 5



This instrument prepared by and to be returned to:

Ali Griffin  
Head, Moss, Fulton & Griffin, P.A.  
1530 Business Center Drive, Suite 4  
Fleming Island, FL 32003

Rcpt: 1627091 Rec: 86.50  
DS: 3421.25 IT: 1955.00  
09/04/14 eRecording

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
09/04/14 03:29 PM 1 of 10  
OR BK **9081** PG **3334**



**Commercial Mortgage And Security Agreement  
Florida**

Florida documentary stamp tax required by law in the amount of \$ \_\_\_\_\_ will be paid in connection with the recording of this mortgage.

This Mortgage and Security Agreement (hereinafter referred to as this "Mortgage") made and entered into as of August 28, 2014, by and between Janet Csordos, as Trustee of The Enterprise Management Trust dated November 8, 2012, Tanglewood Learning Center, LLC, a Florida limited liability company, Jennifer E. Cooley and Christopher K. Cooley, (hereinafter referred to as "Mortgagor") and SunTrust Bank, its present and future affiliates and their successors and assigns (hereinafter referred to as "Lender") in order to secure the indebtedness of Janet Csordos, as Trustee of The Enterprise Management Trust dated November 8, 2012, Tanglewood Learning Center, LLC, Jennifer E. Cooley and Christopher K. Cooley ("Obligor") a mortgage is being granted to Lender by Mortgagor in the amount of **Nine Hundred Seventy Seven Thousand Five Hundred and 00/100 Dollars \$977,500.00** on a debt, note or other obligation in the amount of **\$977,500.00** dated August 28, 2014 between Obligor and Lender (which indebtedness is hereinafter referred to as the "Note"). If Mortgagor and Obligor are not one and the same person or persons, the term "Mortgagor" shall refer to both the Mortgagor and the Obligor as the context may allow.

Witnesseth, that in consideration of the premises and in order to secure the payment of both the principal of, and interest and any other sums payable on the Note as defined herein or this Mortgage and the performance and observance of all of the provisions hereof and of said Note, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Lender, all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situate in Pasco County, Florida, known as 8410 Sycamore Drive, New Port Richey, FL 34654 and more particularly described on **Exhibit A**, attached hereto and made a part hereof by reference.

Together with all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases and sales contracts of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases or sales contracts, and all rents, issues, proceeds, and profits accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter referred to collectively as the "Mortgaged Property"). Mortgagor hereby grants to Lender a security interest in the foregoing described tangible and intangible personal property.

To have and to hold the Mortgaged Property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions thereof and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Lender.

This Mortgage secures, in addition to the indebtedness evidenced by the Note (a) all advances made by Lender to protect or preserve the Premises or the lien hereof on the Premises, or to pay taxes or premiums for insurance on the Premises, or to repair or maintain the Premises, or to complete improvements on the Premises (whether or not the original Mortgagor remains the owner of the Premises at the time of such advances), (b) all payments and other obligations owing by any Obligor under any loan agreement, guaranty, security or pledge agreement, assignment or other agreement executed in connection with the Note, (c) the liabilities, obligations, agreements and undertakings of any Obligor pursuant to any foreign exchange contract or any interest rate hedge agreement or other derivative transaction document related to the Note (d) all other and future indebtedness which is now or may hereafter be owed by any Mortgagor to Lender, whether individually or jointly with others not parties hereto, and whether direct or indirect, absolute or contingent, as maker, endorser, guarantor, surety, or otherwise, (e) all extensions, renewals, modifications and refinancings of the Note and the indebtedness

and other obligations described in the preceding clauses (a) through (d), and (f) all costs of collection, including attorneys' fees provided, however, that this Mortgage will not secure any Excluded Swap Obligation (as hereinafter defined). "Excluded Swap Obligation" means any Swap Obligation (as hereinafter defined), if and to the extent that all or any portion of the grant of a security interest hereunder to secure such Swap Obligation is or becomes illegal under the Commodity Exchange Act (7 U.S.C. §1 *et seq.*) (as amended and, together with any successor statute, the "Commodity Exchange Act"), or any rule, regulation or order of the Commodities Futures Trading Commission (or the application or official interpretation of any thereof), by virtue of Grantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time that this grant of a security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, the exclusion of such Swap Obligation under the grant of a security interest hereunder shall apply only to the portion of such Swap Obligation that is attributable to swaps for which this grant of a security interest is or becomes illegal. For purposes hereof, the term "Swap Obligation" means any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

If the Note evidences a revolving credit loan, the principal amount of which may be advanced, repaid and re-advanced in accordance with the terms of the Note, then notwithstanding the reduction to a zero (\$0) balance of the outstanding principal amount of the Note, the lien and security title of this Mortgage shall not be released or extinguished by operation of law or the implied intent of the parties, and this Mortgage and the Note shall remain in full force and effect as to any subsequent advances under the Note made after any such zero balance until all indebtedness secured by this Mortgage is paid in full and satisfied, all agreements of Lender to make additional advances have been terminated, and this Mortgage has been canceled of record.

Should the indebtedness secured by this Mortgage be paid according to the tenor and effect thereof when the same shall become due and payable, and should Mortgagor perform all covenants herein contained in a timely manner, then this Mortgage shall be canceled and surrendered.

**Future Advances.** This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Lender or otherwise, as are made within twenty (20) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of \$2,000,000.00, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the mortgage Property with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Lender or otherwise, may be made either prior to or after the due dates of the Note(s) secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by the Obligor and Mortgagor to Lender (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Lender to Obligor or Mortgagor under this future advance clause.

Mortgagor hereby further covenants and agrees with Lender as follows:

#### ARTICLE I

**1.01. Payment of Indebtedness.** The Note shall be paid according to the tenor thereof and all other sums now or hereafter secured hereby promptly as the same shall become due.

**1.02. Taxes, Liens and Other Charges.** (a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by deeds to secure debt or the manner of collecting taxes so as to adversely affect Lender or if it is determined that tax or additional tax is due on the underlying note or this Mortgage, Mortgagor shall promptly pay any such tax. If Mortgagor fails to make such prompt payment or if, in the opinion of Lender, any such state, federal, municipal, or other governmental law, order, rule or regulation prohibits Mortgagor from making such payment or would penalize Lender if Mortgagor makes such payment or if, in the opinion of Lender, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the indebtedness secured by this Mortgage shall, at the option of Lender, become immediately due and payable. (b) Mortgagor shall pay promptly, or cause to be paid promptly, before the same become delinquent, all taxes, liens, assessments and charges of every character including all utility charges, whether public or private, levied or assessed upon or against the Premises; and upon demand shall furnish Lender receipted bills evidencing such payment. (c) Mortgagor shall not suffer any mechanic's, materialman's, laborer's, statutory or any other lien to be created and to remain outstanding upon all or any part of the Premises for longer than 10 days.

**1.03. Insurance.** (a) Mortgagor shall procure for, deliver to and maintain for, or cause to be procured for the benefit of Lender during the term of this Mortgage, original paid up insurance policies of insurance companies acceptable to Lender and in amounts, form and substance and with expiration dates acceptable to Lender and containing non-contributory standard mortgage clauses or their equivalent or a satisfactory lender loss payable endorsement in favor of Lender, and waiver of subrogation clauses, providing the following types of insurance on the Premises: (i) insurance against loss or damage by fire, lightning, windstorm, vandalism and malicious mischief and against such other hazards as are presently included in so-called "extended coverage" and against such other insurable hazards as, under good insurance practices, from time to time are insured against for properties of similar character and location; the amount of which insurance shall be not less than the balance of the indebtedness evidenced by the Note nor less than one hundred percent (100%) of the full replacement cost of the Premises without deduction for depreciation; and which policies of Insurance shall contain satisfactory replacement cost endorsements; (ii) such other insurance on the Premises or any replacements or substitutions therefor and in such amounts as

may from time to time be reasonably required by Lender against other insurable-casualties which at the time are commonly insured against for similar premises. (b) Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies maintained pursuant hereto, and to collect and receive the proceeds from any policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender, instead of to Mortgagor and Lender jointly. In the event any insurance company fails to disburse directly and solely to Lender but disburses instead either solely to Mortgagor or to Mortgagor and Lender jointly, Mortgagor agrees immediately to endorse and transfer such proceeds to Lender. Upon the failure of Mortgagor to endorse and transfer such proceeds as aforesaid, Lender may execute such endorsements or transfer for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Lender as Mortgagor's agent and attorney-in-fact so to do. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorney's fees, Lender may apply the net proceeds or any part thereof in its sole discretion, (i) to the payment of the indebtedness hereby secured, whether or not due and in whatever order Lender elects, together with any prepayment premiums, fees, or charges herein or in the Note provided, (ii) to the repair and/or restoration of the Premises or (iii) for any other purposes or objects for which Lender is entitled to advance funds under this Mortgage; all without affecting the lien of this Mortgage or any obligation secured hereby; and any balance of such proceeds then remaining shall be paid to Mortgagor. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. Lender may require Mortgagor to deposit with Lender such additional sum or sums as may be required in order for Lender to pay taxes and assessments and insurance premiums in full. Upon any default in the provisions of this Mortgage or the Note, Lender may, at its option, apply any money in the fund resulting from said deposits to the payment of the indebtedness secured hereby in such manner as it may elect.

**1.04. Condemnation.** If all or any portion of the Premises shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, then the entire indebtedness secured hereby shall, at the option of Lender, become immediately due and payable, without notice to Mortgagor or any other person or entity, or at Lender's further option, Lender may require Mortgagor to apply all compensation, awards, proceeds, or other payments from such condemnation to the restoration and repair of the Premises as may be necessary to cure the injury to the Premises occasioned by such condemnation. Lender shall be entitled to receive all compensation, awards, proceeds, and other payments or relief relating to or payable as a result of such condemnation. Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or in Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Mortgagor to Lender. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, Lender may apply the net proceeds or any part thereof, at its option, (a) to the payment of the indebtedness hereby secured, whether or not due and in whatever order Lender elects, together with any prepayment premiums, fees, or charges herein or in the Note provided, (b) to the repair and/or restoration of the Premises or (c) for any other purposes or objects for which Lender is entitled to advance funds under this Mortgage, all without affecting the lien of this Mortgage; and any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Lender may require.

**1.05. Care of Premises.** Mortgagor shall keep the buildings, parking areas, roads and walkways, recreational facilities, landscaping and all other improvements of any kind now or hereafter erected on the Land or any part thereof in good condition and repair, shall not commit or suffer any waste and shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof. If the Premises or any part thereof is damaged by fire or any other cause, Mortgagor shall give immediate written notice thereof to Lender. Lender or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours. Mortgagor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof. If all or any part of the Premises shall be damaged by fire or other casualty, Mortgagor shall promptly restore the Premises to the equivalent of its original condition; and if a part of the Premises shall be damaged through condemnation, Mortgagor shall promptly restore, repair or alter the remaining portions of the Premises in a manner satisfactory to Lender. Mortgagor shall not be obligated to so restore unless in each instance, Lender agrees to make available to Mortgagor (pursuant to a procedure satisfactory to Lender) any net insurance or condemnation proceeds actually received by Lender hereunder in connection with such casualty loss or condemnation, to the extent such proceeds are required to defray the expenses of such restoration; provided, however, that the insufficiency of any such insurance or condemnation proceeds to defray the entire expense of restoration shall in no way relieve Mortgagor of its obligation to restore. In the event all or any portion of the Premises shall be damaged or destroyed by fire or other casualty or by condemnation, Mortgagor shall promptly deposit with Lender a sum equal to the amount by which the estimated cost of the restoration of the Premises (as determined by Lender in its good faith judgment) exceeds the actual net insurance or condemnation proceeds received by Lender in connection with such damage or destruction.

**1.06. Security Agreement.** Insofar as the machinery, apparatus, equipment, fittings, fixtures, building supplies and materials, and articles of personal property either, referred to or described in this Mortgage, or in any way connected with the use and enjoyment of the Premises is concerned, this Mortgage is hereby made and declared to be a security agreement, and Mortgagor grants a security interest in each and every item of personal property described herein, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of Florida. Mortgagor will execute and allow or cause to be

filed of record, such financing statements, fixture notice filings, and other documents and instruments as Lender may request in order to properly perfect the Lender's security interest in such personal property. The remedies for any violation of the covenants, terms and conditions of the security agreement herein contained shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted as specified in said Uniform Commercial Code, all at Lender's sole election. Mortgagor and Lender agree that the filing of any financing statement(s) in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of Mortgagor and Lender that everything used in connection with the production of income from the Premises and/or adapted for use therein and/or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal and equitable shall be, regarded as part of the real estate irrespective of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (c) any such item is referred to or reflected in any such financing statement(s) so filed at any time.

Mortgagor further covenants and agrees that all of the aforementioned personal property shall be owned by Mortgagor and, except as disclosed to and approved by Lender in writing, shall not be the subject matter of any lease or other instrument, agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any person or entity other than Mortgagor; nor shall Mortgagor create or cause to be created any security interest covering any such property, other than (i) the security interest created herein in favor of Lender and (ii) the rights of tenants lawfully occupying the Premises.

**1.07. Further Assurance; After Acquired Property.** At any time, and from time to time, upon request by Lender, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further mortgages, security agreements, financing statements, continuation statements, instruments of further assurances, certificates and other documents as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (a) the obligations described in the Note and under this Mortgage and (b) the priority of the lien of this Mortgage upon and security title in and to all of the Premises, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so Lender may make, execute, record, file, re-record and/or refile any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Lender the agent and attorney-in-fact of Mortgagor so to do. The lien hereof shall automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the premise or any part thereof.

**1.08. Expenses.** Mortgagor shall pay or reimburse Lender, upon demand therefor, for all attorneys' fees, costs and expenses incurred by Lender in any suit, action, legal proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, affecting the indebtedness secured hereby, this Mortgage or the interest created herein, or the Premises, including, but not limited to, the exercise of the power contained in this Mortgage, any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by Lender shall be added to the indebtedness secured by the lien of this Mortgage.

**1.09. Subrogation.** Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby or otherwise discharged or paid by Lender. Mortgagor waives all rights of subrogation until all obligations secured hereby are paid in full.

**1.10. Transfer of the Premises.** Mortgagor shall not sell, transfer, pledge, encumber, create a security interest in, or otherwise hypothecate all or any part of the Premises without Lender's prior written consent. The consent by Lender to any sale, transfer, pledge, encumbrance, creation of a security interest in, or other hypothecation of the Premises shall not be deemed to constitute a novation or a consent to any further sale, transfer, pledge, encumbrance, creation of a security interest in, or other hypothecation or to waive Lender's right, at its option, to declare the indebtedness secured hereby immediately due and payable, without notice to Mortgagor or any other person or entity, upon any such sale, transfer, pledge, encumbrance, creation of a security interest, or other hypothecation to which it shall not have consented.

**1.11. Limit of Validity.** If from any circumstances whatsoever fulfillment of any provision of this Mortgage or of the Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any application usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the applicable limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this Paragraph 1.11 shall control every other provision of this Mortgage and the Note.

## ARTICLE II

**2.01. Events of Default.** The terms "Default," "Defaults," "Event of Default" or "Events of Default," wherever used in this Mortgage, shall mean any one or more of the following events: (a) Failure to pay as and when due and payable any installment of principal or interest secured by this Mortgage as and when due; or (b) Failure by Mortgagor to duly observe or perform any term, covenant, condition or agreement of this Mortgage or the Note; or (c) Any representation or warranty of Mortgagor contained in this Mortgage or of any Obligor in any other instrument, document, transfer, conveyance, assignment or loan agreement given by any Obligor with respect to the indebtedness secured hereby, proves to be untrue or misleading in

any material respect to; or (d) Any sale, transfer, pledge, encumbrance, creation of a security interest in, or other hypothecation of all or any part of the Premises to which Lender shall not have first consented in writing; or (e) The filing of any federal or state tax lien or judgment lien against the Premises; or (f) The filing by an Obligor of a voluntary petition in bankruptcy or the adjudication of an Obligor as a bankrupt or insolvent, or the filing by or against an Obligor of any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or an Obligor's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of an Obligor or of substantially all of an Obligor's property or of any or all of the rents, issues, profits or revenues thereof, or the making by an Obligor of any general assignment for the benefit of creditors, or the admission in writing by an Obligor of its inability to pay its debts generally as they become due; or (g) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against an Obligor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of an Obligor or of substantially all of an Obligor's property or of any or all of the rents, issues, profits or revenues thereof without the consent or acquiescence of an Obligor; or (h) The filing by any person or entity of any claim in any legal or equitable proceeding challenging the validity or priority of the lien of this Mortgage; or (i) If any fact shall occur or condition shall exist pursuant to the terms of any other deed to secure debt, mortgage, or another instrument imposing a lien on the Premises or any portion thereof (whether such lien is senior or junior to the security title and lien granted by this Mortgage) the occurrence or existence of which causes, or allows the holder of any obligation secured thereby to cause, any obligation secured thereby to become due prior to its maturity or prior to its regularly scheduled dates of payment, or if any such obligation is not otherwise paid when due.

**2.02. Acceleration of Maturity.** If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of Lender, immediately become due and payable without notice or demand, which are hereby expressly waived, time being of the essence of this Mortgage, and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right; provided, however, upon the occurrence of any Event of Default set forth above in Section 2.01 (f) or (g), any indebtedness secured hereby shall automatically and simultaneously therewith become due and payable without notice or demand.

**2.03. Remedies.** Upon the occurrence of any Event of Default under this Mortgage, Lender may exercise any one or more of the following rights and remedies, in addition to the other rights and remedies otherwise available at law or equity, including statutes enacted after the date of this Mortgage: (a) Pursue any right or remedy provided in any other loan documents; (b) Accelerate pursuant to the terms provided herein; (c) Foreclose the lien of this Mortgage; (d) Exercise any rights available to Mortgagee under the Uniform Commercial Code; (e) Appointment of Receiver pursuant to the terms provided herein; (f) Proceed to realize on any security for the Indebtedness in such order as Lender may elect; and no such action, proceeding, or lawsuit, levy, execution, or other process will constitute an election of remedies by Lender or will in any manner alter, diminish, or impair the lien and security interest created by this Mortgage.; (g) Lender is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Lender deems necessary or proper to conserve the security and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Lender or the receiver may also take possession of, and for these purposes use, any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Lender shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Lender determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. If Lender obtains possession of rents, issues or profits either as receiver or otherwise, Lender shall be liable to account only for such rents, issues and profits actually received, waived or compromised by Lender and all expenses incurred in connection with such receivership. For the purpose of carrying out the provisions of this Paragraph 2.03, Mortgagor hereby irrevocably constitutes and appoints Lender the true and lawful attorney-in-fact of Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all action of said attorney-in-fact in the Premises. This power of attorney is coupled with an interest.

**2.04. Performance by Lender of Defaults by Mortgagor.** If Mortgagor shall default in the payment, performance or observance of any term, covenant or condition of this Mortgage, Lender may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Lender in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Lender with interest thereon at the default rate provided in the Note. Lender shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Lender is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor. Mortgagor expressly acknowledges and agrees, however, that notwithstanding anything contained in this Paragraph 2.04 to the contrary, Lender shall not be obligated under this Paragraph 2.04 to incur any expense or to perform any act whatsoever.

**2.05. Receiver.** If an Event of Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the occupancy or value of any security for the indebtedness secured hereby or the solvency of any party bound for its payment, to the appointment of a receiver to take

possession of and to operate the Premises and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Florida. Mortgagor shall pay to Lender upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Paragraph 2.05; and all such expense shall be secured by this Mortgage.

**2.06. Application of Proceeds of Sale.** In the event a foreclosure sale of the Premises pursuant to this Mortgage, the proceeds of said sale shall be applied, first, to the expenses of such sale and of all proceedings in connection therewith, including attorneys' fees as provided hereinabove, then to insurance premiums, liens, assessments, taxes and charges, including utility charges, advanced by Lender, then to accrued interest, then to payment of the outstanding principal balance of the indebtedness secured hereby, together with any prepayment premiums, fees, or charges herein or in the Note provided, and finally the remainder, if any, shall be paid to Mortgagor.

**2.07. Leases.** Lender, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Premises, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Mortgagor, a defense to any proceedings instituted by Lender to collect the sums secured hereby.

**2.08. Discontinuance of Proceedings and Restoration of Parties.** In case Lender shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then and in every such case Mortgagor and Lender shall be restored to their former positions and rights hereunder without waiver of any default and without novation, and all rights, powers and remedies of Lender shall continue as if no such proceeding had been taken.

**2.09. Remedies Cumulative.** No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive of any other right, power, or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**2.10. Waiver.** (a) No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Default, or acquiescence therein; and every right, power and remedy given by this Mortgage to Lender may be exercised from time to time and as often as may be deemed expedient by Lender. No consent or waiver, express or implied, by Lender to or of any breach or Default by Mortgagor in the performance of the obligations thereof hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Lender to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Lender of its rights hereunder or impair any rights, powers or remedies consequent on any breach or Default by Mortgagor. (b) If Lender (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment of any sums secured hereby; (iii) waives or does not exercise any right granted herein or in the Note; (iv) releases any part of the Premises from the lien of this Mortgage or otherwise changes any of the terms, covenants, conditions or agreements of the Note or this Mortgage; (v) consents to the filing of any map, plat or replat affecting the Premises; (vi) consents to the granting of any easements or other right affecting the Premises; or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Mortgage or any other obligation of Mortgagor or any subsequent purchaser of the Premises or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Lender from exercising any right, power, or privilege herein granted or intended to be granted in the event of any default then made or of any subsequent default. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Premises, Lender, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Premises or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings of Mortgagor.

**2.11. Suits to Protect the Premises.** Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Premises by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in the Premises and in the rents, issues, profits and revenues arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender.

### ARTICLE III

**3.01. Environmental Matters.** To the best of Mortgagor's knowledge, no part of the Premises has been used or allowed to exist in violation of any local, state or federal law, ordinance, regulation, judicial or regulatory determination or principle of common law relating to pollution, protection of the environment or public health and safety (collectively "Environmental Laws"). Mortgagor covenants that no part of the Premises will hereafter be used or allowed to exist in violation of Environmental Laws. Mortgagor will notify Lender immediately in writing upon learning of any facts or circumstances related to the Premises that could lead to a violation of Environmental Laws. The Mortgagor(s), jointly and severally, agree to indemnify, defend and hold Lender harmless from and against any loss, liability, cost, injury, expense or damage (including damages to persons, property or the environment) that arise from or relate in any way to a violation of Environmental Laws, or the presence of any

hazardous, toxic or petroleum-based substances, wastes or materials, as defined by or pursuant to Environmental Laws, on or under the Premises during the term of this Mortgage. Such indemnification obligation shall survive repayment of the indebtedness secured by this Mortgage, the cancellation of this Mortgage, the quit claim or release of all or any portion of the Premises from this Mortgage, and the transfer of the Premises, whether pursuant to foreclosure, deed in lieu of foreclosure or otherwise.

**3.02. Consents and Waivers if Mortgagor is Not Obligor.** If Mortgagor and Obligor are not identical persons or entities then Mortgagor agrees that Lender may take any or all of the following actions without notice to or consent of the Mortgagor and with or without consideration: (a) Allow or cause any indebtedness secured by this Mortgage to be incurred; (b) Obtain or release persons or entities that are primarily or secondarily obligated upon any indebtedness secured by this Mortgage; (c) Extend or renew any indebtedness secured by this Mortgage for any period whether or not longer than the original term; (d) Release, compromise or modify any indebtedness secured by this Mortgage; (e) Release or accept substitute collateral for the Lender's security interest or lien in any real or personal property other than the Premises which the Lender may at any time hold as collateral to secure repayment of any indebtedness secured by this Mortgage; and (f) Exercise its rights hereunder without having first resorted to any property securing repayment of any indebtedness secured by this Mortgage other than the Premises and without having first proceeded against or demanded payment from any person or entity primarily or secondarily obligated upon any indebtedness secured by this Mortgage.

**3.03. Transfer of Loan.** Lender may, at any time, sell, transfer or assign the Mortgage, Note and any related loan documents, and any or all servicing rights with respect thereto, or grant participations therein or issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Lender may forward to each purchaser, transferee, assignee, servicer, participant, or investor in such Securities or any Rating Agency (as hereinafter defined) rating such Securities (collectively, the "Investor") and each prospective Investor, all documents and information which Lender now has or may hereafter acquire relating to the Mortgagor or Obligor, any loan to Mortgagor or Obligor, any guarantor or the Mortgaged Property, whether furnished by Mortgagor or Obligor, any guarantor or otherwise, as Lender determines necessary or desirable. The term "Rating Agency" shall mean each statistical rating agency that has assigned a rating to the Securities.

This Mortgage shall inure to the benefit of and be binding upon Mortgagor and Lender and their respective legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to Mortgagor or Lender such reference shall be deemed to include a reference to the legal representatives, successors and assigns of Mortgagor or Lender, whether so expressed or not.

All personal pronouns used in this Mortgage whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Mortgage itself and all references herein to Articles, Paragraphs or subparagraphs thereof, shall refer to the corresponding Articles, Paragraphs or subparagraphs of this Mortgage unless specific reference is made to such Articles, Paragraphs or subparagraphs thereof of another document or instrument. The terms Mortgagor and Obligor shall be construed liberally to impose such obligation or obligations on each party to the extent such party is legally or equitably being bound by or discharging such obligation or obligations. If any provision of this Mortgage or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Florida. In any action to enforce this Mortgage, Lender shall be entitled to recover its reasonable attorneys' fees against Mortgagor.

All notices, demands and requests provided for or permitted to be given pursuant to this Mortgage must be in writing and shall be deemed to have been properly given or served if delivered in person or sent by United States certified mail, postage prepaid, return receipt requested, and addressed to the following addresses:

Lender: SunTrust Bank  
7818 Parham Rd  
3<sup>rd</sup> Floor  
Richmond, VA 23924

Mortgagor: Tanglewood Leasing Center, LLC  
8410 Sycamore Dr.  
New Port Richey, FL 34654

All notices, demands and requests shall be deemed given, if not sooner received, on the third calendar day following the date upon which such notice is deposited in the United States mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. Mortgagor or Lender shall have the right from time to time and at any time during the term of this Mortgage to change their respective addresses by giving the other party hereto notice of such change of address.

**WAIVER OF TRIAL BY JURY. MORTGAGOR AND LENDER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ACCEPTING**

THIS MORTGAGE. FURTHER, MORTGAGOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, NOR THE LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF THE LENDER, NOR LENDER'S COUNSEL HAS THE AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.

In Witness Whereof, Mortgagor has executed and delivered this Mortgage under seal as of the date first above written.

Witnesses:

Mortgagor:

Signed, sealed and delivered in the presence of:

Sule Manu

Witness: Suleman Makhan

Name

Frank Cassara  
Witness: Frank Cassara

Name

Janet Csordos  
Janet Csordos, as Trustee of The Enterprise Management Trust dated November 8, 2012

Tanglewood Learning Center, LLC, a Florida limited liability company

By: Jennifer Cooley  
Jennifer Cooley, Managing Member

Jennifer E. Cooley  
Jennifer E. Cooley  
Christopher K. Cooley  
Christopher K. Cooley

Acknowledgement

Jurisdiction: \_\_\_\_\_ State \_\_\_\_\_ of Florida \_\_\_\_\_

County of \_\_\_\_\_ To Wit:

I, Frank Cassara

, a Notary Public in and for the above jurisdiction, do hereby certify that Janet Csordos, as Trustee of The Enterprise Management Trust dated November 8, 2012, Jennifer Cooley as Managing Member of Tanglewood Learning Center, LLC, a Florida limited liability company, Jennifer E. Cooley and Christopher K. Cooley, party(ies) to a certain instrument dated \_\_\_ August \_\_\_, 2014, and hereto annexed, personally appeared before me in said Jurisdiction, Janet Csordos, Jennifer E. Cooley and Christopher K. Cooley being personally well-known to me (or produced

FIG LLC as identification) and acknowledged the same to be the act and deed of Aug 28, 2014, the party named within.

Given under my hand and seal this \_\_\_\_\_ day of August, 2014.

Frank Cassara  
Notary Public

(Type or Print Name)

My Commission Expires: Aug 28 2014

(Notary Seal)

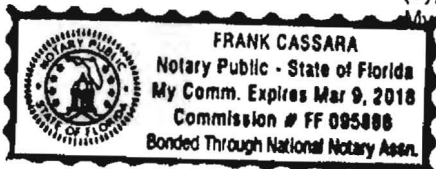




Exhibit A

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Exhibit A to attached Commercial Mortgage and Security Agreement, dated August \_\_\_\_\_, 2014 by Janel Csordos, as Trustee of The Enterprise Management Trust dated November 8, 2012, Tanglewood Learning Center, LLC, and Jennifer E. Cooley and Christopher K. Cooley ("Mortgagor").

Lot 295, 296, and 297, TANGLEWOOD EAST, UNIT FOUR, according to the map or plat thereof, as recorded in Plat Book 12, Page 37, 38, and 39, of the Public Records of Pasco County, Florida; LESS AND EXCEPT that portion conveyed to Pasco County by Warranty Deed recorded in Official Records Book 7859, Page 676, of the Public Records of Pasco County, Florida.

Addendum to Mortgage Agreement  
dated 8/28/2014 i/a/o 977,500.00

The loan secured by this lien was made under the United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a. When SBA is the holder of the note, this document and all documents evidencing or securing this loan will be construed in accordance with federal law.
- b. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No borrower or guarantor may claim or assert against SBA any local or state law to deny any obligation of borrower, or defeat any claim of SBA with respect to this loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the noted secured by this instrument.

Janel Csordos  
Janel Csordos, as Trustee of The Enterprise Management Trust dated November 8, 2012

Tanglewood Learning Center, LLC, a Florida limited liability company

By: Jennifer Cooley  
Jennifer Cooley, Managing Member

Jennifer E. Cooley  
Jennifer E. Cooley  
Christopher K. Cooley  
Christopher K. Cooley

# Attachment 6



### Summary

**Parcel Number** 043 00 031 01  
**Location Address** CAMERON RD  
**Legal Description** PB M/H 17B 790-91 8TH LD LL144  
 (Note: Not to be used on legal documents)  
**Class** R4-Residential  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
**Tax District** UNINCORPORATED (District 07)  
**Millage Rate** 31.636  
**Acres** 1  
**Homestead Exemption** No (S0)  
**Landlot/District** 144 / 8

[View Map](#)

### Owner

MILLENNIUM MANAGEMENT TRUST  
 9914 SR 52  
 HUDSON, FL 34669

### Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	1	1

### Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Shop or Machinery Bldg.	2014	20x40 / 0	0	\$9,212
Well-Shallow	1991	1x1 / 1	1	\$1,000
Septic Tank	1991	1x1 / 1	1	\$1,500

### Prebill Mobile Homes

Account Number	Owner	Lot Number	Year Built	Manufacturer	Model	Width x Length
4777	MYERS TERRY		2000	FLEETWOOD	CELEBRATION	24x48

### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/10/2015	17B 790	5 460	\$9,500	Not FMV	MYERS RICKY C	MILLENNIUM MANAGEMENT TRUST
12/29/2010	16A 555	5 460	\$0	Gift	MYERS TERRY H	MYERS RICKY C
4/24/2009	15R 328	5 460	\$5,500	MOBILE HOME	CARPENTER FRANKIE JEAN M	MYERS TERRY H
12/14/1993	8W 687		\$0	Kin		CARPENTER FRANKIE

## Area Sales Report

Recent Sales in Area

### Valuation

	2016	2015
Previous Value	\$15,280	\$6,254
Land Value	\$3,568	\$3,568
+ Improvement Value	\$0	\$0
+ Accessory Value	\$11,712	\$11,712
<b>= Current Value</b>	<b>\$15,280</b>	<b>\$15,280</b>

No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Permits, Photos, Sketches.

The Telfair County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.


 Developed by  
 The Schneider Corporation

**FORM 6**

**FULL AND PUBLIC DISCLOSURE  
OF FINANCIAL INTERESTS**

**2015**

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

**RECEIVED**  
 2016 JUN 20 PM 12:13  
 BRIAN E. CORLEY  
 SUPERVISOR OF ELECTIONS  
 DADE COUNTY, FLORIDA

LAST NAME — FIRST NAME — MIDDLE NAME:  
**COOLEY - CHRISTOPHER - KEITH**

MAILING ADDRESS:  
**10716 RAIN LILLY PASS**

CITY: **LAND O LAKES** ZIP: **34638** COUNTY: **PASCO**

NAME OF AGENCY :  
**PASCO COUNTY**

NAME OF OFFICE OR POSITION HELD OR SOUGHT :  
**COUNTY COMMISSIONER DISTRICT 5**

CHECK IF THIS IS A FILING BY A CANDIDATE

**PART A -- NET WORTH**

Please enter the value of your net worth as of December 31, 2015 or a more current date. [Note: Net worth is not calculated by subtracting your reported liabilities from your reported assets, so please see the instructions on page 3.]

My net worth as of May 5, 20 15 was \$ 672,488.24

**PART B -- ASSETS**

**HOUSEHOLD GOODS AND PERSONAL EFFECTS:**

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.

The aggregate value of my household goods and personal effects (described above) is \$ 100,000

**ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:**

DESCRIPTION OF ASSET (specific description is required - see instructions p.4)	VALUE OF ASSET
Home-10716 Rain Lilly Pass Land O Lakes 34638	\$540,000
Truck: 2013 Dodge 2500	\$40,000
Business Investments: Webco Dental & Medical Supplies, Inc. / Webco Dental Supplies & Equipment, LLC	\$294,219
House in McRae, Ga <u>67 Cameron Road</u>	\$200,000

**PART C -- LIABILITIES**

**LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4):**

NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY
Mortgage 1: Ditech PO Box 6172 Rapid City, SD 57709	\$362,568.92
Mortgage 2: Ditech PO Box 6172 Rapid City, SD 57709	\$91,421.73
Truck 2013 Dodge 2500 Ally Financial PO Box 78234 Phoenix AZ 85062	\$23,707.15
Credit card: (Home Depot, Amex) <u>(1797 NE Exp. Stk 100 Atlanta 30329) PO Box 297879 Ft Lauderdale</u>	\$10,000
<b>JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:</b>	
NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY
US Alliance Boat Loan 2013 Sailfish <u>411 Theodore Fremd Ave Suite 350 Rye NY 10580</u>	\$131,321.48
Polaris 2010 UTV <u>PO Box 4144 Carol Stream, IL 60197</u>	\$4,839.62

PAGE 2 of ASSETS

**FORM 6 FULL AND PUBLIC DISCLOSURE 2015**

**OF FINANCIAL INTERESTS**

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

RECEIVED  
2016 JUN 20 PM 12:13  
BRIANE E. COOLEY  
SUPERVISOR OF ELECTIONS  
DADE CITY, FLORIDA

LAST NAME — FIRST NAME — MIDDLE NAME:  
COOLEY - CHRISTOPHER - KEITH

MAILING ADDRESS:  
10716 RAIN LILLY PASS

CITY: ZIP: COUNTY:  
LAND O LAKES 34638 PASCO

NAME OF AGENCY:  
PASCO COUNTY

NAME OF OFFICE OR POSITION HELD OR SOUGHT:  
COUNTY COMMISSIONER DISTRICT 5

CHECK IF THIS IS A FILING BY A CANDIDATE

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**HOUSEHOLD GOODS AND PERSONAL EFFECTS:**  
Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.

The aggregate value of my household goods and personal effects (described above) is \$ 100,000

ASSETS INDIVIDUALLY VALUED AT OVER \$1,000: DESCRIPTION OF ASSET (specific description is required - see instructions p.4)	VALUE OF ASSET
Suntrust Checking	\$36,128.14
2013 Sailfish 320CC	\$180,000
2010 Polaris Ranger	\$6,000

**PART C -- LIABILITIES**

**LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4):**

NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY

**JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:**

NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY