

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES
PURSUANT TO SECTION 367.071, FLORIDA STATUTES

TO: Director, Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850

931080-WS

The undersigned hereby makes application for the sale, assignment or transfer of (all) or (part) of Water Certificate No. 552-W and/or Sewer Certificate No. 481-S or facilities in Marion County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

WS692

Resolution Trust Corporation / in care of Real Estate Recovery (407) 997-8400
Name of transferor Phone No.

927 Clint Moore Road
Office street address

Boca Raton, Florida 33487
City State Zip Code

Mailing address if different from above

- B) The full name (as it will appear on the certificate), address and telephone number of the transferee (buyer):

C.F.A.T. H2O, Inc. (904) 629-5591
Name of transferee Phone No.

1515 E. Silver Springs Blvd. Suite W165
Office street address

Ocala, Florida 34470
City State Zip Code

Mailing address if different from above

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

RONALD S. CHASE (305) 665-0763
Name Phone No.
4523 SW 64th AVENUE
Street address
MIAMI, FLORIDA 33155
City State Zip Code

- D) Indicate the organizational character of the transferee: (circle one)

Corporation Partnership Sole Proprietorship
Other _____
(specify)

- E) The date and state of incorporation or organization of the transferee:

October 28, 1993 - Florida

- F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary). See Exhibit 1

Ronald S. Chase

Peter A. Tamburo

John H. Fannon

- G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit 2 - A statement indicating how the transfer is in the public interest, including a summary of the transferee's experience in water and/or wastewater utility operations, a showing of the transferee's financial ability to provide service and a statement that the transferee will fulfill the commitments, obligations and representations of the transferor.

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

None

C) Exhibit 3 - A copy of the contract for sale, which shall include:

- 1) Purchase price and terms of payment; and
- 2) A list of the assets purchased and liabilities assumed or not assumed.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- 1) Customer deposits and interest thereon;
- 2) Any guaranteed revenue contracts;
- 3) Developer agreements;
- 4) Customer advances;
- 5) Debt of the utility; and
- 6) Leases.

D) Exhibit N/A - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed. - None

E) Exhibit 4 - A statement of how the transferee is financing the purchase.

F) Exhibit 5 - A list of all entities which have provided or will provide funding to the transferee, their financial statements and copies of any financial agreements to commit funding to the utility.

- G) Exhibit 6 - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, indicate the Order No. and date issued. _____ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit _____ - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.) N/A
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

Miles Christian Anderson (904) 629-5591
 Name Phone No.
1515 E. Silver Springs Blvd. Suite W 165
 Street address
Ocala, Florida 34470
 City State Zip Code

- J) Exhibit _____ - If the books and records of the seller are not available for inspection by the Commission, a statement by the transferee that a good faith, extensive effort has been made to obtain such books and records for inspection. N/A

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit _____ - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by certified mail or personal delivery to the governing body of the county in which the system is located, the governing body of any municipality within a four (4) mile radius of the territory, any water or wastewater utility within a four (4) mile radius of the territory, regional planning agency, the Public Counsel and the Public Service Commission. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT. - To be late filed

- B) Exhibit _____ - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT. - To be late filed
- C) Exhibit _____ - Immediately upon completion of publication, an affidavit that the notice of actual application was published once each week for three (3) consecutive weeks in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS WILL BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:
\$150 for water & \$150 for wastewater (one fee for water and one for wastewater)

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee is determined by the capacity of the system proposed to be transferred. To determine the fee, equate the design capacity of the system and/or plant to persons. One equivalent residential connection equates to 3.5 persons. One hundred gallons per day, per person (100 gpd/p) is accepted design criteria in representing water consumer per day per person and/or representing wastewater flow per day per person. If the design capacity of the system or plant is known in gallons then divide this figure by 100 to find the number of persons that can be served.

1)	1 to 999 persons	\$ 150.00
2)	1,000 to 4,999 persons	\$ 900.00
3)	5,000 to 9,999 persons	\$ 1,500.00
4)	10,000 or more persons	\$ 2,250.00

PART V OTHER

- A) Exhibit 7 - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease.

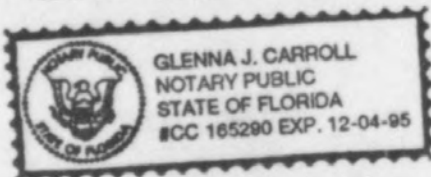
- B) Exhibit 8 - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.
- C) Exhibit 9 - If the utility's current certificate(s) is not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I, C.F.A.T. H₂O, Inc. (and Ronald Chase) (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

BY: C.F.A.T. H₂O, Inc.
 (Applicant)
Ronald S. Chase, President
 Name and Title*

Subscribed and sworn to before me this 5th day
 of November 1993.



Glenna J. Carroll
 Notary Public

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

C.F.A.T. H₂O, Inc.

EXHIBIT 1

APPLICATION FOR SALE OR TRANSFER OF CERTIFICATE OR FACILITIES PURSUANT TO
SECTION 367.071, FLORIDA STATUTES

EXHIBIT 1 (Part IF-Names & Addresses of Officers & Director)

Ronald S. Chase, Controlling Shareholder,
President & Secretary

4523 SW 64 Avenue
Miami, Florida 33155

Peter A. Tamburo, Vice President

Flower Drum Farm
8359 NE Jacksonville Road
Ocala, Florida 34479

John H. Fannon, Treasurer

2085 NW 60 Avenue
Ocala, Florida 34482

APPLICATION FOR SALE OR TRANSFER OF CERTIFICATE OR FACILITIES PURSUANT TO
SECTION 367.071, FLORIDA STATUTES

EXHIBIT 2(Part IIA-Financial & Technical Information)

The subject water treatment plant is located in a parcel of developed lots known as Landfair which is being purchased by RSC Development, Inc., which is also controlled by Ronald S. Chase, the majority shareholder of C.F.A.T. H₂O, Inc.(CFAT). The purpose of CFAT is to assure that high quality water and wastewater services are continuously provided to all parties in the service area as well as new customers who we anticipate will be purchasing new homes to be built. Furthermore, we expect to be more responsive than the current owner, The Resolution Trust Corporation(RTC), to potential future customer requests for service requiring construction of new lines.

CFAT has retained Miles Christian Anderson Consulting Engineers, Inc. to continue to operate the water treatment plant at a high standard of quality. We understand that Mr. Anderson has already demonstrated his capability to the Florida Public Service Commission during the last two years where he managed the operation under contract with the RTC. Ronald Chase, President, is a CPA, who invests in real estate and provides advisory services to numerous financial and other privately owned businesses. Mr. Chase, during a 25 year period, held several senior management positions with Deloitte & Touche including 13 years as Managing Partner of the South Florida and Newport Beach, California offices, Chairman of the Florida Real Estate & Leisure Industry Group and Director Computer Audit Operations in Los Angeles. Peter Tamburo, a general contractor and John Fannon are both involved in the construction business. The general business experience of the officers combined with the specific operating experience of Mr. Anderson should exceed the requirements to manage the business.

CFAT is a newly formed corporation which after closing, will have invested approximately \$33,000 of new cash into the operation. In addition, the corporation expects to obtain seller financing of approximately \$79,000 as described in Exhibit 4. The officers of the corporation are prepared to provide any additional funds as required.

Accordingly, based upon the consistency of our goals, our high standard of quality service, the experience of our consulting engineer, and our financial commitment, we believe that the transfer is clearly in the public interest. CFAT will also fulfill the commitments, obligations and representations of the transferor.

Florida (Fall, 1993)
Regular
Property No. 601

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this 23 day of October, 1993, by and among RESOLUTION TRUST CORPORATION, as Receiver/Conservator for Miami Savings Bank ("Seller"), ROBALD Chasos OR TO B Formed Florida Corporation ("Purchaser"), National Auction Company/PinPoint Marketing Consultants ("Auctioneer") and Simons & Solomon ("Closing Agent"), for that certain property known as Landfair Development, Ocala, FL.

1. **AGREEMENT TO PURCHASE.** In consideration of the sum of \$10.00, the mutual covenants herein set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser by Special or Limited Warranty Deed and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property" and if there is more than one property said properties shall hereinafter be collectively referred to as the "Property").

2. **PURCHASE PRICE.** This Contract is not contingent upon Purchaser's ability to obtain financing. The purchase price for the Property is \$ 105,000 (the "Purchase Price"), payable all cash as follows:

- (a) \$ 10,500 representing the initial earnest money deposit (the "Earnest Money") and being equal to ten percent (10%) of the Purchase Price set forth above, or \$ 3,000.00 whichever is greater, shall be delivered by Purchaser to Closing Agent simultaneously with the execution of this Contract. This payment is being made by a combination of a locally drawn certified or cashier's check in the amount of \$ 2,000.00 and Purchaser's locally drawn personal or company check for the balance, if applicable, both such checks made payable to Purchaser. Simultaneously with the execution hereof, Purchaser shall endorse said checks to Closing Agent. Closing Agent shall deposit the Earnest Money in a non-interest bearing account and, except as otherwise set forth herein, shall pay the Earnest Money to Seller at Closing to be credited against the Purchase Price due at Closing.
- (b) The balance of the Purchase Price set forth above, \$ 94,500 shall be paid by Purchaser to Seller in cash or immediately available funds at Closing, subject to the credits, adjustments and prorrations hereinafter provided.
- (c) In the event the Earnest Money is greater than the Purchase Price set forth above, at Closing, Seller shall refund to Purchaser the difference between the Earnest Money and the Purchase Price set forth above, plus or minus any credits, adjustments and prorrations hereinafter provided.
- (d) In the event Purchaser, at the Auction held on the date hereof, bid for the Property on a per acre basis, Seller and Purchaser agree that, for purposes of calculating the Purchase Price, and proration of taxes, if applicable, the Property contains NA acres.

3. **CLOSING.** Closing shall take place in the office of Closing Agent, located at to be determined on or before the sixtieth (60th) day after the date hereof, or at such earlier date as may be reasonably set by Seller (the "Initial Closing Date"). This Contract is NOT contingent on Purchaser being approved for a loan by Seller or any other lender. Upon 5 days prior written notice and the payment to Seller of a non-refundable "Extension Fee," as defined in Paragraph 29 hereof, the Closing Date may be extended by Purchaser for no more than thirty (30) days (the "Extended Closing Date"). (The "Initial Closing Date" and the "Extended Closing Date", as appropriate, shall sometimes be referred to herein as the "Closing Date" or "Date of Closing"). The Extension Fee shall not be credited against the Purchase Price at Closing. At Closing, Seller shall deliver to Purchaser a Special or Limited Warranty Deed which shall convey fee simple title to the Property, and an affidavit in the form reasonably required by the title company for the purpose of deleting exceptions for labor performed, material supplied or services provided for or to the Property prior to Closing. Seller shall not provide Purchaser with a wood infestation report.

4. **TAXES.** Ad valorem Property taxes shall be adjusted and, as appropriate, apportioned as of the Date of Closing. If the exact amount of ad valorem taxes for the year in which the Closing occurs is not known at Closing, the proration of the taxes for the year in which the Closing occurs will be based on the prior year's taxes and shall be conclusive, with no subsequent adjustment.

5. **CLOSING COSTS.** At Closing Seller shall pay the title examination fees for the Commitment obtained by Seller, the premium for the Owner's Policy of Title Insurance Seller is to provide in accordance with Paragraph 8 below, legal fees and expenses of Seller's counsel. All recording fees for recording the Special or Limited Warranty Deed, and the recording tax, Grantor's tax, transfer tax, documentary stamp tax, surtax or excise tax on the Special or Limited Warranty Deed shall be paid by Purchaser. All other expenses incurred by Seller or Purchaser with respect to the consummation of the transaction contemplated by this Contract, are to be borne and paid exclusively by the party incurring same. Notwithstanding anything contained herein to the contrary, Seller shall not pay any tax which, by law, is imposed upon the Purchaser to pay.

6. **DISCLAIMER OF WARRANTIES; "AS-IS" CONVEYANCE.**

- (a) PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE SELLER. Purchaser acknowledges that Seller has acquired the Property in its capacity as Receiver/Conservator, as set forth above, and as such, has little or no direct knowledge concerning the physical or economic characteristics of the Property. Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, or oral or written, material or immaterial) that may have been given by or made by or on behalf of the Seller.
- (b) Purchaser hereby acknowledges that it shall not be entitled to, and should not rely on, the Seller or its agents as to (i) the quality, nature, adequacy or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (ii) the quality, nature, adequacy or physical condition of soils or the existence of ground water at the Property; (iii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property; (iv) the development potential of the Property, its habitability, merchantability or fitness, suitability or adequacy of the Property for any particular purpose; (v) the zoning or other legal status of the Property,

including but not limited to, condemnation or threat of condemnation; (vi) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity; (vii) the Property's or its operations' compliance with any applicable labor laws or building codes concerning labor and material used or incorporated into the Property or any other labor or materials relating in any way to the Property; or (viii) the condition of title to the Property or the nature, status and extent of any right of way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property.

- (c) PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT WITH RESPECT TO THE PROPERTY, SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.
- (d) PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.
- (e) Purchaser acknowledges that it is Purchaser's responsibility to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property. Such inquiries and investigations may include, but shall not be limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any wood destroying organisms on the Property, such state of facts as an accurate survey and inspection would show, the present and future zoning ordinances, resolutions and regulations of the city, county and state where the Property is located and the value and marketability of the Property.
- (f) Without in any way limiting the generality of the preceding subparagraphs (a) through (e), Purchaser specifically acknowledges and agrees that Purchaser hereby waives, releases and discharges any claim it has, might have had or may have against the Seller with respect to the condition of the Property, either patent or latent, Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the Property, and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements, and any other state of facts which exist with respect to the Property.

7. **PROPERTY INSPECTION.** If Purchaser desires to inspect, examine or survey the Property after the date hereof, Purchaser may do so until Closing, at Purchaser's risk. Inspections will be at Seller's discretion and must be scheduled in advance with Seller. It is specifically understood that Purchaser will not have access at any time to said Property except at the convenience of the Seller and in the company of a representative of the Auctioneer or other representative of Seller prior to Closing. Purchaser agrees to indemnify and hold Seller harmless from and against any loss, cost, claim, damage or expense incurred, directly or indirectly, by Seller as a result of Purchaser's inspection, examination or survey of the Property, either prior to, on, or after the date hereof. This provision shall survive any termination of this Contract.

8. **TITLE.**

- (a) Purchaser acknowledges that within fourteen (14) days from the date hereof, Closing Agent will mail to Purchaser a commitment (the "Commitment") for an owner's title insurance policy issued by a nationally recognized title insurance company (the "Title Company") through its agent, the Closing Agent. Purchaser hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the above-referenced standard form of owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements, covenants, restrictions and rights-of-way affecting the Property, and (v) rights of parties in possession (the foregoing five (5) title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Purchaser pursuant to this Paragraph 8, shall also be deemed Permitted Title Exceptions.
- (b) If the Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Commitment, which defect is not one of the Permitted Title Exceptions, Purchaser may either waive such defect or give written notice to Seller and Closing Agent, pursuant to Paragraph 15, of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to the Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Purchaser has notified Seller as hereinabove provided and if Purchaser does not waive such defect, this Contract shall be terminated without liability to either party and the Earnest Money shall be returned to Purchaser. Notwithstanding the foregoing, Seller shall have the right, at its sole election, to extend the Closing Date by not more than ninety (90) days to attempt to cure any defect in title objected to by Purchaser in accordance with this Paragraph 8(b). Seller shall give Purchaser five (5) days notice of the new Closing Date.
- (c) Seller covenants that it will not voluntarily create or cause a lien or encumbrance to attach to the Property between the date of this Contract and Closing, except as may be necessary, in Seller's sole reasonable discretion, in its ordinary course of business with respect to the Property or in its normal operation of the Property.
- (d) Title to the Property will be acquired in the name of Purchaser as shown above.

9. **SURVEY.** Purchaser may, prior to Closing, and at its sole cost and expense, cause a new survey of the Property to be made. Purchaser's obligations hereunder are not contingent upon Purchaser obtaining a survey or Purchaser being satisfied with the conditions any survey discloses.

10. **COMMISSIONS.**

- (a) **BROKERAGE.** Purchaser warrants and represents that Purchaser has not contacted or communicated with any real estate agent or broker about the possible purchase of the Property other than Auctioneer and any co-broker identified on Schedule I hereto ("Co-Broker"), and that to the best of Purchaser's knowledge there are no brokerage fees, commissions or sums due to any other broker or real estate agent. Purchaser shall indemnify Seller against the claims of any real estate agent or broker not specifically set forth hereinabove who has contacted or communicated with Purchaser, including any attorney's fees incurred by Seller as a result of such claim. This provision shall survive any termination of this Contract.

- (b) **BROKERAGE COMMISSIONS.** Upon the closing of the transaction contemplated herein, Seller shall pay Auctioneer a commission pursuant to the terms of a separate agreement. If a co-broker is identified in Schedule J hereto, then at Closing, Seller shall pay a real estate commission of two percent (2.0%) of the Purchase Price set forth in Paragraph 2 to Co-Broker, provided Co-Broker registered on behalf of Purchaser in strict compliance with the terms and conditions of the Auction and Broker truthfully executes the Broker's Acknowledgement attached hereto as Schedule J. If for any reason whatsoever (including the default of any party hereto), the Closing hereunder does not occur, then no commission shall be due and payable to Co-Broker by Seller or any party hereto.
- (c) **AGENCY DISCLOSURE.** AUCTIONEER HAS ACTED AS AGENT FOR SELLER IN THIS TRANSACTION AND IS TO BE PAID A COMMISSION BY SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN SELLER AND AUCTIONEER. AUCTIONEER HAS NOT ACTED AS AGENT IN THIS TRANSACTION FOR PURCHASER. CO-BROKER HAS ACTED AS AGENT FOR PURCHASER IN THIS TRANSACTION AND IS TO BE PAID A COMMISSION BY SELLER PURSUANT TO PARAGRAPH 10(b), ABOVE, AND CO-BROKER HAS NOT ACTED AS AGENT IN THIS TRANSACTION FOR SELLER.
11. **BREACH OF CONTRACT BY SELLER.** In the event the purchase and sale hereunder is not closed by reason of Seller's default hereunder, the parties hereto agree that the Purchaser's exclusive remedy shall be limited to a suit for damages actually incurred by the Purchaser as a direct result of Seller's default and in no event shall Seller be liable for any special, incidental or consequential damages. Purchaser acknowledges that this remedy constitutes an adequate remedy at law. Purchaser hereby specifically waives any and all right to file or record any lis pendens or other lien or encumbrance against the Property.
12. **BREACH OF CONTRACT BY PURCHASER.** In the event the purchase and sale hereunder is not closed by reason of Purchaser's default hereunder, then, upon receipt of written notice from Seller, Closing Agent shall deliver the Earnest Money to Seller as full liquidated damages for Purchaser's default hereunder. The parties hereto expressly acknowledge that it is impossible to estimate more precisely the damages to be suffered by Seller upon Purchaser's default, and that the Earnest Money is intended not as a penalty, but as full liquidated damages. The parties further acknowledge that the amount of the Earnest Money represents a reasonable pre-estimate by the parties of the amount of the probable loss that Seller might be expected to suffer in the event the sale or purchase of the Property is not closed because of Purchaser's default. Seller's right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue the Purchaser (a) for specific performance of this Contract or (b) to prove that Seller's actual damages exceed the Earnest Money which is hereby provided Seller as full liquidated damages. In the event the purchase and sale contemplated in this Contract is not consummated because of Purchaser's default, Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to recover the Earnest Money or any part thereof on the grounds that it is unreasonable in amount or that its retention by Seller is a penalty and not agreed upon and reasonable liquidated damages.
- In addition, in the event that Seller is unable to collect on any check delivered by Purchaser to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Earnest Money held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.
13. **CASUALTY.** Except as hereinbelow provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Date of Closing; thereafter, all risk of loss shall be borne by the Purchaser. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or by other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Purchaser's Earnest Money shall be returned as a complete and final settlement to Purchaser of all of Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Purchaser and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.
14. **CONDEMNATION.** In the event any portion of the Property is condemned or is the subject of a condemnation proceeding by any governmental authority under its power of eminent domain, Purchaser may elect to (a) proceed to purchase the remaining portion of the Property with no adjustment to the Purchase Price, in which event Seller shall assign to Purchaser all of Seller's right, title and interest in and to any condemnation awards, whether pending or already paid, or (b) terminate this Contract, in which event the Earnest Money shall be returned to Purchaser and no party shall have any further rights or obligations hereunder except for those which specifically survive the termination of the Contract.
15. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses set forth next to the signature of each party below. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.
16. **TIME IS OF THE ESSENCE.** Time is of the essence in this Contract.
17. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller, nor shall any action on the part of Seller or any course of dealing or partial performance be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.
18. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and the Bidder's Certificate signed by Purchaser constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Purchaser and an appropriate officer of Seller (and Auctioneer and Co-Broker to the extent such modification or amendment would alter the provisions of paragraph 10 hereof and by Closing Agent to the extent such modification or amendment would alter the provisions of paragraph 25 hereof).
19. **HEADINGS.** The paragraphs or section headings herein are for convenience of reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope thereof.
20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.
21. **ASSIGNMENT.** Purchaser may not assign this Contract or Purchaser's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.
22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.
23. **GOVERNING LAW.** This Contract and the rights and obligations hereunder and the provisions hereof shall be governed by and construed in accordance with the federal law of the United States of America, and in the absence of controlling federal law, in accordance with the laws of the State wherein the Property is located.

24. **SURVIVAL OF CONTRACT PROVISIONS AND BIDDER'S CERTIFICATE.** The execution and delivery of the Special or Limited Warranty Deed and the closing of the transaction contemplated herein shall not extinguish or affect the continuing validity and effectiveness of this Contract or the Bidder's Certificate executed by Purchaser at the Auction.

25. **EARNEST MONEY/CLOSING AGENT.** Purchaser and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Earnest Money in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Closing Agent makes any disbursement of the Earnest Money in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Purchaser in connection with the discharge of any of Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. In the event of any dispute between the Seller and Purchaser as to the disbursement of the Earnest Money, Closing Agent shall have the right to deliver the Earnest Money into the Registry of Court of competent jurisdiction and, upon such delivery, Closing Agent shall be discharged from any and all further obligations and liabilities hereunder. Purchaser and Seller acknowledge that Closing Agent is also acting as counsel to Seller, and that in the event of a dispute between Seller and Purchaser, Closing Agent may continue to act as counsel to Seller. The Earnest Money shall be held in a non-interest bearing trust account of Closing Agent.

26. **SPECIAL STIPULATIONS AND/OR ADDENDA.** The covenants, agreements and provisions, if any, set forth in Schedule I attached hereto are made a part of this Contract. In the event of any conflict between such further stipulations and any of the provisions of this Contract, such further stipulations shall be deemed to control. In addition, Schedule J, if any, and any Addendum attached hereto are made a part of this Contract. In the event of any conflict between any Addendum and any of the provisions of this Contract (including, but not limited to the provisions of Schedule II) such Addendum shall control.

27. **REPRESENTATIONS OF PURCHASER.** Purchaser hereby represents and warrants to Seller that neither Purchaser, nor any officer, director, general partner or principal of Purchaser, nor any person in control of or under common control with Purchaser has ever had an ownership interest in the Property or is now an employee, or a member of the immediate family of an employee, of: (i) the Resolution Trust Corporation ("RTC"); (ii) the Federal Deposit Insurance Corporation; (iii) the Thrift Depositor Protection Oversight Board; (iv) the Office of Thrift Supervision; (v) the FSLIC Resolution Fund; or (vi) any RTC contractor involved in the sale or management of the Property.

Purchaser hereby further represents and warrants to Seller that Purchaser has not:

- (i) defaulted, nor was Purchaser a member of a partnership or an officer or director of a corporation which has defaulted on 1 or more obligations, the aggregate amount of which exceed \$1,000,000.00, to the institution listed above, where Purchaser or such partnership or corporation has been found to have engaged in fraudulent activity in connection with any such obligation; nor
- (ii) participated, as an officer or director of such institution listed above or of any affiliate of such institution, in a material way in transactions that resulted in a substantial loss to such institution; nor
- (iii) been removed from, or prohibited from participating in the affairs of such institution pursuant to any final enforcement action by an appropriate Federal banking agency; nor
- (iv) demonstrated a pattern or practice of defalcation regarding obligations to such institution (i.e., two or more defaults resulting in a loss).

Purchaser further represents and warrants to Seller that to the best of Purchaser's knowledge, there are no agreements, written or oral, expressed or implied, between Purchaser and any former owner or owners of the Property (hereinafter collectively, if more than one, referred to as the "Former Owner") for the payment of any additional amounts to the Former Owner or any person or entity affiliated or connected with the Former Owner in connection with the sale of the Property or which contemplate the retention by or conveyance to the Former Owner or any person or entity affiliated or connected with the Former Owner of any interest in the Property or any interest in any entity which may own or hold title to the Property, and Purchaser is not aware of any such agreements between the Former Owner or any person or entity affiliated or connected with the Former Owner and any third party.

If any of the foregoing representations and warranties are not true as of the date of execution of this Contract by Purchaser or thereafter, such falsity shall constitute a default by Purchaser, and Seller shall have the remedy set forth in Paragraph 12 of this Contract. At closing, Purchaser shall sign an affidavit confirming that the above representations remain true and correct.

28. **BULK SALES OF "ELIGIBLE CONDOMINIUM PROPERTY."** Notwithstanding anything contained herein to the contrary, in the event the Property is comprised of two (2) or more separate condominium units, and in the event there is a defect in title to one or more of such condominium units, other than a Permitted Title Exception, which defect is not cured by Seller on or before the Date of Closing [as provided in Paragraph 8(b)] or waived by Purchaser; or one or more of such condominium units is significantly damaged or destroyed by fire or other casualty or hazard prior to Closing, which damage or destruction would entitle Purchaser to terminate the Contract as to that condominium unit, and Seller does not elect to restore such condominium unit to its pre-casualty condition (as provided in Paragraph 13) and Purchaser does not elect to purchase such condominium unit notwithstanding such damage or destruction; or one or more of such condominium units is condemned or is the subject of a condemnation proceeding by any governmental authority under its power of eminent domain (as provided in Paragraph 14) which condemnation would entitle Purchaser to terminate the Contract as to that condominium unit and Purchaser does not elect to purchase such condominium unit notwithstanding such condemnation, then Purchaser shall be obligated to purchase, pursuant to the terms of the Contract, the remaining condominium units which are not affected by such title defect, damage or destruction, or condemnation, as applicable. The Purchase Price for such remaining condominium units shall be calculated by subtracting from the Purchase Price as set forth in Paragraph 2 an amount equal to the Unit Purchase Price attributed to the condominium unit(s) so affected, as set forth in the Addendum to this Contract. Provided, however, in the event there is only one (1) condominium unit that is not so affected, then Seller, upon written notice to Purchaser, may terminate this Contract without liability to either party and the Earnest Money shall be returned to Purchaser.

29. **EXTENSION OF CLOSING DATE.** _____ If this line is checked, Seller acknowledges receipt of Purchaser's check in the amount of the greater of \$1,000.00 or five percent (5%) of the Purchase Price as set forth in Paragraph 2, as an extension fee ("Extension Fee"), as provided in Paragraph 3 above. Purchaser acknowledges that the Extension Fee is non-refundable and does not constitute part of the Earnest Money; and that such Extension Fee shall not be credited against the Purchase Price at Closing. Accordingly, the Closing Date has been extended an additional thirty (30) days from the Initial Closing Date (as defined in Section 3 herein).

30. **FINANCING.** This Contract is NOT contingent upon Purchaser being approved for a loan by Seller or by any other lender. Purchaser may apply for Seller financing if the purchase price is in excess of \$ 100,000.00, in which case Purchaser agrees to make application for such loan within ten (10) days of the date hereof and to diligently pursue said loan and to accept such a loan if approved by Seller. Purchaser will submit all financing information requested by Seller or its agents in order to process the loan application. Should Purchaser be approved, then it shall be Purchaser's responsibility to remain qualified for such loan until Closing. Should Purchaser fail to remain qualified or not qualify and not be able to otherwise obtain the funds to close, then Seller may declare Purchaser in default under this Contract and Seller shall be entitled

to terminate this Contract and the Closing Agent shall deliver the Earnest Money to Seller as liquidated damages pursuant to Paragraph 12 of the Contract.

PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER'S OBLIGATIONS UNDER THE CONTRACT ARE NOT CONTINGENT UPON PURCHASER OBTAINING A PURCHASE MONEY LOAN FROM SELLER OR ANY OTHER LENDER. ACCORDINGLY, PURCHASER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THE CONTRACT WHETHER OR NOT PURCHASER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

31. CASH CREDIT. If Purchase Price is in excess of \$100,000.00, and if qualified, Purchaser shall be entitled to a credit at Closing of five (5%) percent of the Purchase Price. In order to qualify, the Closing must be an all cash closing with no Seller financing, and the closing must actually occur by the sixtieth (60th) day after the date hereof. In the event Purchaser provides adequate notice but Closing is unable to occur due to title problems which are being resolved by Seller, Purchaser will be entitled to receive the credit provided Purchaser provides the Closing Agent with proof of ability to close by the sixtieth (60th) day after the date hereof. This proof may consist of an unconditional binding commitment to fund from a third party lender or a copy of a bank statement reflecting funds sufficient to close, or any other proof acceptable to Seller. Notwithstanding anything to the contrary herein, the provisions of this Paragraph 31 shall not apply if the Purchaser elects to extend the Closing Date pursuant to Paragraph 29 above.

32. RADON DISCLOSURE. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to personnel who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. This notice is given to Purchaser pursuant to Section 404.056(8) of the Florida Statutes.

33. COUNTERPARTS. The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

34. CORPORATION, PARTNERSHIP or TRUST. The individual signing this Agreement purportedly on behalf of a corporation, partnership or trust shall nevertheless be bound under this Agreement in his or her individual capacity unless, prior to Closing, such individual complies with requirements of the Title Company which the Title Company deems necessary or appropriate in order to insure Seller's conveyance of title to such corporation, partnership or trust. Neither the requirements imposed by the Title Company nor its unwillingness to issue a Title Policy based on unfulfillment of such requirements shall be deemed to be a title defect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

SELLER:

ADDRESS
100 Colony Square
23rd Floor
Atlanta, GA 30361

RESOLUTION TRUST CORPORATION,
AS RECEIVER/CONSERVATOR FOR
THE INSTITUTION LISTED ABOVE

By: _____
Its Authorized Agent

PURCHASER:

ADDRESS:

If an Individual:

Ronald S. Chase
4523 SW 64 AVE
Miami, FL 33155

[PRINT NAME HERE] Ronald S Chase
Social Security No. 546-56-5983
Telephone No.: _____ (Work)
_____ (Home)

ADDRESS:

[PRINT NAME HERE]
Social Security No.: _____
Telephone No.: _____ (Work)
_____ (Home)

ADDRESS:

If a Corporation:

_____ corporation
By: _____
Name: _____
Title: _____

U.S. Employer Identification Number: _____
Telephone No.: _____

ADDRESS:

If a Partnership:

_____ partnership, by its sole
general partner(s)

By: _____
Name: _____
General Partner

By: _____
Name: _____
General Partner

U.S. Employer Identification Number: _____
Telephone No.: _____

ADDRESS:
1325 S. Congress Ave., Suite 106
Boynton Beach, FL 33426
(800)659-7004 or (407) 364-7004

AUCTIONEER:

National Auction Co./PinPoint Mkt. Consultants

By: _____

ADDRESS:

CO-BROKER:

By: _____
Name: _____

ADDRESS:

10020 S. Federal Hwy.
Port St. Lucie, FL 34952
Telephone No. (407) 337-3330

CLOSING AGENT:

Simmons & Solomon

By: _____

LIST OF SCHEDULES, ADDENDA AND OTHER ATTACHMENTS

(check if applicable)

If the Property is not in the Affordable Housing Disposition Program

- | | |
|-------|--|
| _____ | Exhibit "A," Legal Description |
| _____ | Cash Credit Notice |
| _____ | Bidder's Certificate |
| _____ | Schedule I, Broker's Acknowledgement |
| _____ | Schedule II, Special Stipulations |
| _____ | Addendum, Condition to Seller's Obligation to Perform Under the Contract |
| _____ | Addendum, Acknowledgement of Purchaser |

Contract No. 501

ADDENDUM TO THAT CERTAIN AUCTION REAL ESTATE SALES CONTRACT BY AND AMONG RESOLUTION TRUST CORPORATION, AS RECEIVER/CONSERVATOR FOR MIAMI SAVINGS BANK ("SELLER"), AND Ronald Chase et To be Formed A Corp., ("Purchasers"), DATED OCTOBER 23, 1993 (THE "CONTRACT")

NOTWITHSTANDING anything contained in the Contract to the contrary, the following terms and conditions shall control.

1. Acknowledgements. Seller and Purchaser acknowledge their understanding of the following:

a. There is located on the Property an operating water and sewer utility system (the "System"), commonly known as "Landfair". The System currently is managed by or on behalf of Seller, is conducting active business operations, and serves a limited number of residential properties and customers, all of which are located off the Property.

b. Pursuant to Section 367.071, a utility's sale or transfer of its Certificate or facilities requires prior approval of the Florida Public Service Commission ("FPSC") and its determination that (i) the sale or transfer is in the public interest and (ii) the buyer or transferee will fulfill the commitments, obligations, and representations of the utility. The System is presently subject to portions of FPSC Water Certificate No. 552-W and FPSC Sewer Certificate No. 481-S.

c. Ownership and operation of the System also requires a public water system permit and a sewage treatment plant permit, both issued by the Florida Department of Environmental Regulation ("FDER"). Transfer of said permits to Purchaser will require application to and approval of FDER.

2. Assets and Liabilities; Purchase Price Adjustment.

Notwithstanding anything in the Contract to the contrary, Seller and Purchaser agree as follows:

2.1 The Property includes all assets and properties of the Landfair System, real, personal, and mixed, tangible or intangible, and at Closing Seller shall sell, transfer, deliver, and convey, and Purchaser shall purchase and accept, all such assets and properties; provided, however, that any assets of the System consisting of accounts receivable water or sewer customers of the System may be sold or purchased or prorated between the parties on the date of closing. Seller reserves the right to collect on customer's accounts which accrued prior to closing. Among the assets to be transferred to Purchaser are monies held by the System in the form of water and sewer customer deposits, some or all of which may be subject to future refund, credit, or offset. Seller shall transfer and deliver all such deposits to Purchaser at Closing, and Purchaser shall accept the same subject to all rights of the System customers therein.

2.2 At Closing, Seller shall transfer to Purchaser, and Purchaser shall assume and accept, all obligations and liabilities of the Landfair System, including specifically but without limitation all those relating to the intangible property, that are in any manner or to any extent recorded, reflected, or disclosed, in the books and records of the System, or regarding which Purchaser otherwise receives or obtains notice or information on or before the Closing Date.

Buyer's Initials [Signature]
Seller's Initials [Signature]
Purchaser's Initials [Signature]

3. Regulatory Approvals.

3.1 Within five (5) days of ^{receipt of applications} ~~October 23, 1993~~, Purchaser shall file applications for the following approvals (each a "Regulatory Approval"): (a) with the FPSC for its approval pursuant to Section 367.071, Florida Statutes, of the sale and transfer from Seller to Purchaser of the System and appropriate certificate(s) therefor; (b) with the FDER for the transfer to Purchaser of the public water system and sewage treatment plant permit or permits held by Seller or its designee respecting the System; and (c) with any other federal, state, or local governmental entity, agency, or body for issuance or transfer to Purchaser of any license, permit, certificate, authorization, or approval requisite to Purchaser's acquisition of the System and its ownership, control, management, and operation of the System from and after the Closing Date. Purchaser shall deliver to Seller complete copies of Purchaser's application for each Regulatory Approval. Purchaser shall at its expense diligently pursue its applications for and use its best efforts to obtain each Regulatory Approval within sixty (60) days after October 23, 1993. ~~In the event approval is not obtained and closing does not occur within 60 days, then Purchaser shall not be entitled to receive any cash discounts if the Purchase Price exceeds \$100,000. Seller shall reasonably cooperate with Purchaser in Purchaser's efforts to obtain the Regulatory Approvals.~~ ^{The Cash Discount shall be extended only if Purchaser has filed its application within five days of receipt and only if Purchaser has not received its approval from FPSC.}

3.2 Purchaser represents and warrants to Seller that:

(a) Purchaser is and will remain, or by the Closing Date will be, competent and qualified to control, own, manage, and operate the System and to provide to its customers reliable water and sewer service in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances and with the terms and conditions of the Regulatory Approvals; (b) Purchaser is aware of nothing that would prevent or disqualify it from obtaining any Regulatory Approval in a timely fashion and on terms and conditions enabling it to purchase the Property in accordance with the Agreement, and Purchaser has no reason to believe that any Regulatory Approval will not be so granted in due course; and (c) neither Purchaser nor any present or former officer, director, or affiliate of Purchaser is or has within the past five (5) years been subject to any order, judgement, decree, or injunction determining or based on determination that Purchaser or any of its present or former officers, directors, or affiliates violated or failed to comply with any Environmental Laws or any federal, state, or local laws, rules, or regulation pertaining to the operation, ownership, or transfer of a water, sewer, or other public or municipal utility system ("Utility Laws").

3.3 In the event Purchaser learns that it has been denied or will not receive any Regulatory Approval, Purchaser shall immediately so notify Seller, and either party hereto may terminate this Agreement by written notice to the other (with a copy to the Closing Agent). In the event that Purchaser does not obtain any Regulatory Approval within the time period provided in Section 3.1 of this Addendum or within any extended period, then Seller may, by written notice to Purchaser (with a copy to the Closing Agent), either (a) extend the period for obtaining any or all Regulatory Approvals for such additional time, or to a date certain, as Seller selects in its sole discretion or (b) terminate this Agreement. In the event either party terminates this Agreement pursuant to this Section 3.3, then Purchaser's failure to obtain the Regulatory Approvals within the permitted time shall be deemed a default in accordance with Paragraph 12 of the Contract. ^{The Purchaser shall forfeit its deposit if it fails to close within 60 days, except for failure to receive approval from FPSC.}

4. Indemnification. In addition to, and not instead of, any other provisions for indemnification contained elsewhere in this Addendum, Seller and Purchaser agree as follows:

Purchaser's Initials _____
 Seller's Initials _____
 Purchaser's Initials _____

4.1 Purchaser shall indemnify and hold harmless Seller from and against any loss, liability, charge, damage, cost, and expense (including without limitation any interest, penalty, and reasonable attorneys' fees and disbursements) (collectively, "Loss") sustained or incurred by Seller resulting from any claim, demand, cause of action, judgment, or order asserted or obtained against Seller or any director, officer, employee, or agent of Seller based on or arising from either (a) any act, omission, or conduct of Purchaser or of the Landfair System occurring on or after the Closing Date or (b) any failure by Purchaser to perform or observe any term or covenant of this Contract required to be performed or observed by Purchaser after the Closing, but only if and to the extent that such Loss shall have been sustained or incurred by Seller and Seller shall have given written notice to Purchaser of Seller's claim for indemnification within five (5) years after the Closing Date.

4.2 Promptly after Seller receives notice of any claim, demand, suit, or proceeding asserted or initiated by any third party (collectively, "Action") that could result in a claim by Seller for indemnification under this Section 4, Seller shall give Purchaser notice of such Action. Within sixty (60) days after its receipt of such notice, the Purchaser shall either: (a) (i) admit in writing to Seller, Purchaser's liability to Seller for indemnification for Loss with respect to such Action under the terms of this Section 4, (ii) notify Seller in writing of Purchaser's intention to assume the defense thereof, and (iii) retain legal counsel reasonably satisfactory to Seller to provide a defense of such Action; or (b) deny in writing to Seller, the Purchaser's liability to Seller for indemnification for Loss with respect to such Action, whereupon Seller shall have the right to retain legal counsel of its choice to provide a defense of such Action. A failure to admit or deny liability for indemnification with the time allowed shall be treated as a denial.

Purchaser and Seller shall cooperate with the party assuming or providing the defense of any Action, in defending, compromising, or settling any such Action in such manner as the indemnifying party may reasonably request. If the indemnifying party assumes or provides the defense of any such Action, the indemnified party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but the indemnified party shall be responsible for the fees, expenses, and disbursements of such counsel. The indemnification party shall not settle or compromise any Action for which it is entitled to indemnification for Loss hereunder without the prior written consent of the indemnifying party, unless the indemnifying party shall have failed to assume or provide a defense of such action in the manner set forth above.

4.3 This Section 4 shall survive the Closing and shall continue in full force and effect until all claims for indemnification and Actions are fully and definitively resolved.

5. Closing Matters.

5.1 It shall be a condition precedent that on or before the Closing Date, Purchaser shall have received the Regulatory Approvals and that all such Regulatory approvals remain in full force and effect on the Closing Date. At Closing, Purchaser shall deliver to Seller true and complete copies of the official documents granting each Regulatory Approval.

Purchaser
Seller's Initials C
Seller
Purchaser's Initials [Signature]

C.F.A.T. H₂O, Inc.

EXHIBIT 4

APPLICATION FOR SALE OR TRANSFER OF CERTIFICATE OR FACILITIES PURSUANT TO
SECTION 367.071, FLORIDA STATUTES

EXHIBIT 4(Part II-E-Method of Financing the Purchase)

CFAT expects to obtain seller financing from the Resolution Trust Corporation under its normal terms for commercial property. Accordingly, we intend to borrow approximately \$79,000 for five years which is payable with interest at approximately \$ 500 per month.

APPLICATION FOR SALE OR TRANSFER OF CERTIFICATE OR FACILITIES PURSUANT TO
SECTION 367.071, FLORIDA STATUTES

EXHIBIT 5(Part II-F-Funding Provided & To Be Provided)

<u>Name of Corporate Officer</u>	<u>Funding Provided</u>	<u>Additional Funding To Be Provided From Closing + 30 Days</u>
*Ronald S. Chase, President & Secretary	\$7,500	\$6,000
Peter A. Tamburo, Vice-President	3,500	6,000
John H. Fannon, Treasurer	<u>3,500</u>	<u>6,000</u>
	\$14,500	\$18,000

*Note- Financial Statement of Mr. Chase is included as Exhibit 5.1

RONALD S. CHASE FINANCIAL STATEMENT @ 10-31-93

ASSETS	\$'s in 000's
CASH:	
NCNB-Household	14
NCNB-RC	4
Bessemer Trust	50
First Union	4
Money market cash-Shearson/Waterhouse	10
	82
MARKETABLE SECURITIES:	
Paine Webber(First Equity of Florida)	95
Waterhouse	7
Barron Chase Securities	34
	136
SHORT-TERM RECEIVABLES:	
Due From Spouse(Bessemer Trust)	63
Due From Deloitte & Touche	50
	113
TOTAL CURRENT ASSETS	331
INVESTMENTS & RECEIVABLES PAST ONE YEAR:	
RSC Development(22acres-50 to 100 lots-Ocala)	48
CFAT-H2O, Inc(water treatment plant-Ocala)	27
Due From D & T Retirement Fund-over 7 years	350
-after yr 2001	200
Smith Barney Shearson	25
Putnam Investments	60
Vanguard	162
Jacksonville Prop Assoc	13
CHASE Holdings-Equity	13
	898
REAL ESTATE:	
Home(6200sf, 1.5ac, Jake)at cost-32% interest	275
Reseda, Ca(4br-2ba rental)	175
Boca Raton(2br-2ba ocean condo-1/2int + advn)	120
	570
OTHER:	
Household & Personal	50
Auto(85 Porsche & 91 Dodge)	38
	88
Total Assets	1885
LIABILITIES	
Accounts Payable	10
Taxes-1993 estimate	10
Short-term mortgage principal	4
Funds to close RTC Ocala investments	45
TOTAL CURRENT LIABILITIES	69
REAL ESTATE MORTGAGES:	
Residence(NCNB-\$2800/mo-RC pmt \$1600)	198
Reseda(ARCS-\$500/mo)	40
Boca Raton(WeSav-\$1000/mo)	30
Less Current Portion	-4
	262
Gift payable	32
Deferred Income Tax-long-term	160
Total Liabilities	523
NET EQUITY	1362

APPLICATION FOR SALE OR TRANSFER OF CERTIFICATE OR FACILITIES PURSUANT TO
SECTION 367.071, FLORIDA STATUTES

EXHIBIT 6(Part II-G-Proposed Net Book Value)

The most current information available is the Proposed schedules of Water and Wastewater Rate Base per FPSC Docket No. 9212601-WS, which were prepared by Public Service Commission Auditors in March 1993 as of November 22, 1991 entitled LANDFAIR RATE BASE. The current licensee, Resolution Trust Corporation, expects to incorporate the information below in the filing of the 1993 Annual Report.

	<u>Water</u>	<u>Wastewater</u>
UPIS	\$ 95,925	\$ 134,489
Acct Depreciation	(12,654)	(12,827)
CIAC	(109,712)	(124,412)
Acct Amortization	<u>12,654</u>	<u>12,827</u>
Rate Base	\$(13,787)	\$ 10,077

Commitment No.: 1814541
ORDER NO. 14-93-949

EVIDENCE OF LAND OWNED
FROM SALES CONTRACT

SCHEDULE A

PAGE 1 OF 3

DESCRIPTION FOR SEWAGE TREATMENT PLANT

TRACTS 'E', 'F' AND 'G' OF LANDFAIR UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "Y", PAGES 53 THROUGH 55 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

TOGETHER WITH AN INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE S.W. CORNER OF TRACT 'F'; THENCE N.89°55'39"E ALONG THE SOUTH BOUNDARY OF TRACT 'F' A DISTANCE OF 20.00 FEET; THENCE DEPARTING FROM SAID SOUTH BOUNDARY, S.00°04'21"E A DISTANCE OF 67.00 FEET; THENCE S.89°55'39"W. A DISTANCE OF 85.00 FEET; THENCE N.65°37'45"W. A DISTANCE OF 17.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.E. 23RD COURT (BEING A 50.00 FOOT RIGHT OF WAY), SAID POINT LYING ON A 105.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF N.18°08'03"E AND A CHORD DISTANCE OF 32.60 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°51'40" A DISTANCE OF 32.73 FEET; THENCE DEPARTING FROM SAID RIGHT OF WAY LINE ON A NON-TANGENT BEARING OF N.89°55'39"E A DISTANCE OF 106.37 FEET; THENCE N.00°04'21"W. A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT OVER THE NORTH 10.00 FEET OF LOT 60, BLOCK C OF LANDFAIR UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "Y", PAGES 53 THROUGH 55 INCLUSIVE OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

Commitment No.: 1814541
ORDER NO. 14-93-949

SCHEDULE A

PAGE 2 OF 3

DESCRIPTION FOR WATER TREATMENT PLANT

COMMENCE AT THE NORTHEAST CORNER OF LOT 18, BLOCK B OF LANDFAIR UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "Y", PAGES 53 THROUGH 55 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.00°04'21"W. A DISTANCE OF 269.47 FEET; THENCE N.90°00'00"E. A DISTANCE OF 603.79 FEET; THENCE S.00°00'00"E. A DISTANCE OF 60.67 FEET; THENCE N.88°06'45"E. A DISTANCE OF 214.75 FEET TO THE POINT OF BEGINNING. THENCE N.03°46'26"W. A DISTANCE OF 63.79 FEET; THENCE N.85°54'16"E. A DISTANCE OF 80.40 FEET; THENCE S.03°56'18"E. A DISTANCE OF 90.62 FEET; THENCE S.86°12'39"W. A DISTANCE OF 80.66 FEET; THENCE N.03°46'26"W. A DISTANCE OF 26.40 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20.00 FOOT INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 18, BLOCK B OF LANDFAIR UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "Y", PAGES 53 THROUGH 55 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N.00°04'21"W. A DISTANCE OF 269.47 FEET; THENCE N.90°00'00"E. A DISTANCE OF 603.79 FEET; THENCE S.00°00'00"E. A DISTANCE OF 60.67 FEET; THENCE N.88°06'45"E. A DISTANCE OF 214.75 FEET; THENCE S.03°46'26"E. A DISTANCE OF 20.01 FEET; THENCE S.88°06'45"W. A DISTANCE OF 236.08 FEET; THENCE N.00°00'00"E. A DISTANCE OF 61.34 FEET; THENCE S.90°00'00"W. A DISTANCE OF 563.76 FEET; THENCE S.00°04'21"E. TO A POINT ON THE NORTH BOUNDARY OF SAID PLAT, A DISTANCE OF 357.29 FEET; THENCE S.89°55'39"W. ALONG THE NORTH BOUNDARY OF SAID PLAT, TO A POINT ON THE EAST BOUNDARY OF SAID LOT 18, A DISTANCE OF 20.00 FEET; THENCE N.00°04'21"W. ALONG SAID EAST BOUNDARY A DISTANCE OF 107.85 FEET TO THE POINT OF BEGINNING.

Commitment No.: 1814541
ORDER NO. 14-93-949

SCHEDULE A

PAGE 3 OF 3

DESCRIPTION FOR PERCOLATION PONDS

COMMENCE 630 FEET NORTH OF THE S.W. CORNER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 22 EAST; THENCE EAST 330 FEET; THENCE NORTH 660 FEET; THENCE WEST 330 FEET; THENCE SOUTH 660 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE S.E. CORNER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 22 EAST; THENCE N.00°15'55"W., ALONG THE EAST BOUNDARY OF SAID SECTION, A DISTANCE OF 956.88 FEET TO THE POINT OF BEGINNING. THENCE S.79°56'38"W. A DISTANCE OF 166.17 FEET; THENCE S.01°18'22"W. A DISTANCE OF 228.17 FEET; THENCE S.00°15'39"E., PARALLEL WITH AND 20.00 FOOT DISTANT FROM THE EAST BOUNDARY OF TRACTS 'F' AND 'G' OF LANDFAIR UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "Y", PAGES 53 THROUGH 55 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA A DISTANCE OF 227.22 FEET; THENCE S.89°44'21"W. TO THE EAST BOUNDARY OF TRACT 'F', A DISTANCE OF 20.00 FEET; THENCE N.00°15'39"W. ALONG THE EAST BOUNDARY OF TRACT 'F', A DISTANCE OF 67.50 FEET TO THE NORTHEAST CORNER OF TRACT 'F'; THENCE S.89°55'39"W. ALONG THE SOUTH BOUNDARY OF TRACT 'G', A DISTANCE OF 348.83 FEET; THENCE S.64°27'51"W. A DISTANCE OF 11.33 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.E 23RD COURT (BEING A 50.00 FOOT RIGHT OF WAY), SAID POINT LYING ON A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, HAVING A CHORD BEARING OF N.30°38'19"W. AND A CHORD DISTANCE OF 18.52 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°07'28", A DISTANCE OF 18.55 FEET; THENCE DEPARTING FROM SAID RIGHT OF WAY LINE ON A NON-TANGENT BEARING OF N.55°44'11"E. A DISTANCE OF 15.88 FEET; THENCE N.89°55'39"E. PARALLEL TO THE SOUTH BOUNDARY OF TRACT 'G', A DISTANCE OF 355.28 FEET TO THE EAST BOUNDARY OF TRACT 'G'; THENCE N.00°15'39"W. ALONG THE EAST BOUNDARY OF TRACT 'G', A DISTANCE OF 140.00 FEET TO THE NORTHEAST CORNER OF TRACT 'G'; THENCE N.01°11'22"E. A DISTANCE OF 244.83 FEET; THENCE N.79°56'38"E. A DISTANCE OF 186.00 FEET; THENCE S.00°15'55"E. A DISTANCE OF 20.30 FEET TO THE POINT OF BEGINNING.

C.F.A.T. H₂O, Inc.

EXHIBIT 8

APPLICATION FOR SALE OR TRANSFER OF CERTIFICATE OR FACILITIES PURSUANT TO
SECTION 367.071, FLORIDA STATUTES

EXHIBIT 8(Part V-B-Tariff Sheets)

Original and two copies for both Water and Wastewater follow

C.F.A.T. H₂O, Inc.

EXHIBIT 9

APPLICATION FOR SALE OR TRANSFER OF CERTIFICATE OR FACILITIES PURSUANT TO
SECTION 367.071, FLORIDA STATUTES

EXHIBIT 9(Part V-C-Utility Certificate)

Copies of the Certificate provided by the Transferor are included herein for both the Water and Wastewater systems.



FLORIDA

Public Service Commission

CERTIFICATE NUMBER

481 - 5

Upon consideration of the record it is hereby ORDERED

that authority be and is hereby granted to

THE RESOLUTION TRUST CORPORATION/

Real Estate Recovery

Whose principal address is

927 Clint Moore Road

Boca Raton, Florida 33487 (Marion County)

to provide wastewater service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	<u>PSC-93-0368-F0F-WS</u>	DOCKET	<u>921260-WS</u>
ORDER	_____	DOCKET	_____
ORDER	_____	DOCKET	_____
ORDER	_____	DOCKET	_____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Steve Fubler
Director
Division of Records & Reporting





FLORIDA

Public Service Commission

CERTIFICATE NUMBER

552 - W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to THE RESOLUTION TRUST CORPORATION/ Real Estate Recovery Whose principal address is 927 Clint Moore Road Boca Raton, Florida 33487 (Marion County)

to provide water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER PSC-93-0368-FOF-WS DOCKET 921260-WS
ORDER
ORDER
ORDER

BY ORDER OF THE FLORIDA PUBLIC SERVICE COMMISSION

Signature of Director, Division of Records & Reporting



WATER TARIFF

~~C. E. A. T. H2O, Inc.~~
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

C.F.A.T. H2O, Inc.
NAME OF COMPANY

1515 East Silver Springs Boulevard W-165
Ocala, Florida 34476

(ADDRESS OF COMPANY)

(904) 629- 5591 (904) 854-5673
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Ronald S. Chase
Ronald Chase
ISSUING OFFICER
President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing	4.0
Index of	
Rates and Charges Schedules	15.0
Rules and Regulations	6.0
Service Availability Policy	30.0
Standard Forms	24.0
Technical Terms and Abbreviations	5.0
Territory Served	3.1

Ronald Chase
ISSUING OFFICER

President
TITLE

(5)

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 552 - W

COUNTY - Marion

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
---------------------	--------------------	----------------------	--------------------

PSC-93-0368-FOF-WS

(Continued to Sheet No. 3.1)

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVEDTract I:

Landfair Unit 1, in accordance with plat thereof recorded in Plat Book Y, Pages 53 through 55, inclusive, of the Public Records of Marion County, Florida, and being in Section 16, Township 14 South, Range 22 East, Marion County, Florida.

Tract II:

Hilltop Manor, Phase I: The North 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S. 13°36'44"W. Along the centerline of U.S. No. 301 Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S. No. 301 Alternate and to the P.O.B.; thence continue N. 76°23'16"W. a distance of 450 feet; thence N. 13°36'44"E. a distance of 900 feet; thence S. 76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S. 13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. Said tract lying and being situated in Marion County, Florida.

Hilltop Manor, Phase II: The South 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S. 13°36'44"W. along the centerline of U.S. No. 301 Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S. No. 301 Alternate and to the P.O.B.; thence continue N. 76°23'16"W. a distance of 450 feet; thence N. 13°36'44"E. a distance of 900 feet; thence S. 76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S. 13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. Said tract lying and being situated in Marion County, Florida.

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Marion	Landfair Unit I	GS	16
Marion	Landfair Unit I	RS	17
Marion	Hilltop Manor Phase I & II	GS	16
Marion	Hilltop Manor Phase I & II	RS	17

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" -
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

Ronald Chase
ISSUING OFFICER
President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	10.0	13.0
Adjustment of Bills	13.0	23.0
Adjustment of Bills for Meter Error	13.0	24.0
All Water Through Meter	12.0	22.0
Applications by Agents	7.0	4.0
Billing Periods	10.0	15.0
Change of Customer's Installation	9.0	10.0
Change of Occupancy	12.0	19.0
Continuity of Service	9.0	8.0
Delinquent Bills	11.0	16.0
Extensions	8.0	6.0
Filing of Contracts	13.0	26.0
General Information	7.0	2.0
Held For Future Use	14.0	N/A
Inspection of Customer's Installation	9.0	11.0
Limitation of Use	8.0	7.0
Meters	12.0	21.0

(Continued to Sheet No. 6.1)

Ronald Chase
 ISSUING OFFICER
President
 TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Meter Accuracy Requirements	13.0	25.0
Payment of Water and Wastewater Service Bills Concurrently	11.0	17.0
Policy Dispute	7.0	1.0
Protection of Company's Property	10.0	12.0
Right of Way or Easements	10.0	14.0
Signed Application Required	7.0	3.0
Tax Clause	11.0	18.0
Type and Maintenance	9.0	9.0
Unauthorized Connections - Water	12.0	20.0
Withholding Service	8.0	5.0

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2o, Inc.

WATER TARIFF

RULES AND REGULATIONS

1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

3.0 SIGNED APPLICATION REQUIRED - Water service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement is binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which water service is to be rendered.

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is

(Continued to Sheet No. 8.0)

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

(Continued from Sheet No. 7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

Water service furnished to the customer shall be rendered directly to the customer through the Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service.

In no case shall a customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension,

(Continued to Sheet No. (9.0))

Ronald Chase
ISSUING OFFICER
 President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

(Continued from Sheet No. 8.0)

remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

- 8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service

(Continued to Sheet No. 10.0)

Ronald Chase

 ISSUING OFFICER
 President

 TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

(Continued from Sheet No. 9.0)

Installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 15.0 BILLING PERIODS - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall

(Continued to Sheet No. 11.0)

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

(Continued from Sheet No. 10.0)

become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of water service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for water service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

(Continued to Sheet No. 12.0)

Ronald Chase
ISSUING OFFICER

President
 TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

(Continued from Sheet No. 11.0)

- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customer's, to discontinue or transfer water service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service

(Continued to Sheet No. 13.0)

Ronald Chase
ISSUING OFFICER
 President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

(Continued from Sheet No. 12.0)

shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

- 23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(Continued to Sheet No. 14.0)

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	20.0 - 20.1
Fire Protection Service	19.0
General Service, GS	16.0
Meter Test Deposit	21.0
Miscellaneous Service Charges	22.0
Multi-Residential Service, MS	18.0
Residential Service, RS	17.0
Service Availability Fees and Charges	23.0

Ronald Chase
ISSUING OFFICER
President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

GENERAL SERVICERATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

<u>BILLING PERIOD</u>	Monthly	
<u>RATE</u>	Meter Size	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 7.44
	1"	18.59
	1 1/2"	37.18
	2"	59.47
	3"	118.95
	4"	185.84
	Gallagege Charge Per 1,000 gallons	\$ 1.22

BASE FACILITY CHARGE - Base Utility Charge PER Month.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - July 16, 1993TYPE OF FILING - Original Certificate

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

RESIDENTIAL SERVICERATE SCHEDULE RSAVAILABILITY - Available throughout the area served by the Company.APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

<u>BILLING PERIOD</u> -	Monthly Meter Size	<u>Base Facility Charge</u>
<u>RATE</u> -	5/8" x 3/4"	\$ 7.44
	1"	18.59
	1 1/2"	37.18
	2"	59.47
	3"	118.95
	4"	185.84
	Gallagege Charge Per 1,000 gallons	\$ 1.22

BASE FACILITY - Base Facility Charge PER MonthTERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.EFFECTIVE DATE - July 16, 1993TYPE OF FILING - Original CertificateRonald Chase
ISSUING OFFICERPresident
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - Meter Size
All Meter Sizes

Gallonge Charge
Per 1,000 gallons.
(10,000 gallon maximum)

Minimum Bill - Base Facility Charge PER Month.

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY -

APPLICABILITY -

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE - Public Fire Protection - per hydrant

Not Applicable

Private Fire Protection -

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE -

TYPE OF FILING -

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$ 50.00	N/A
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of December each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon the retainment of such deposit.

Nothing in this rule shall prohibit the Company from refunding a customer's deposit in less than 23 months.

EFFECTIVE DATE -TYPE OF FILING -

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

METER BENCH TEST REQUEST - If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the following schedule of fees and shall be in accordance with Rule 25-30.266, Florida Administrative Code:

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code, the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25.30.265, Florida Administrative Code.

EFFECTIVE DATE -TYPE OF FILING -

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ <u>10.00</u>	\$ <u>- 12.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>	<u>20.00</u>
Violation Reconnection Fee	\$ <u>20.00</u>	<u>25.00</u>
Premises Visit Fee (In lieu of disconnection)	\$ <u>15.00</u>	<u>N/A</u>

EFFECTIVE DATE -TYPE OF FILING -

Ronald Chase
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET NO. 23.0

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$ N/A	30.0
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$ N/A	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD).....	\$ N/A	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD).....	\$ N/A	
All others-per gallon/month	\$	
Inspection Fee	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC (___ GPD).....	\$ N/A	
All others-per gallon	\$	
or		
Residential-per lot (___ foot frontage).....	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$ 100.00	
1"	\$ 130.00	
1 1/2"	\$ 180.00	
2"	\$ --	
Over 2"	Actual Cost [1]	
Plan Review Charge	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC (___ GPD).....	\$ N/A	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___ GPD).....	\$ N/A	
All others-per gallon	\$	

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE -

TYPE OF FILING -

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	27.0
APPLICATION FOR WATER SERVICE	26.0
COPY OF CUSTOMER'S BILL	28.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	25.0
HELD FOR FUTURE USE	29.0

Ronald Chase
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

See Original Sheet No. 26

Ronald Chase
ISSUING OFFICER
President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc

WATER TARIFF

APPLICATION FOR WATER SERVICE

C.F.A.T. H2O, Inc.
 c/o Hilee Christian Anderson
 Consulting Engineers, Inc.
 "Cascaden" 1515 E. Silver Springs Blvd
 Box 8, Suite W185 Ocala, FL 32670
 HOURS 8-3 MON. FRI.
 PHONE (904) 629-5591

Acct. # _____ Page # _____ Date _____
 Service Address _____
 Name _____
 Mailing Address _____
 Lot _____ Block _____ Subdivision _____
 Title Holder of Property _____
 Phone _____
 Customer Class R Meter Size 5/8 Meter # _____
 Initial Connection Charge \$ 10.00 (Non Refundable)
 Water Deposit \$ 50.00
 Sewer Deposit \$ 20.00 Total 80.00 Cash _____
 _____ Ck _____
 Meter Reading _____ Date _____

Bills are mailed on the first of each month for previous months usage. They are due upon receipt. If payment is not received by closing on the 21st, the account will be considered delinquent.

Any charges assessed to us by the bank for a returned check will be paid by the customer. (Cash only on returned checks.)

Customers will be notified five days before shut-off on delinquent accounts and on returned checks.

If water service is discontinued there is a \$20.00 reconnect charge if done during normal business hours, \$25.00 if after hours. If collected at premises, there is a \$15.00 Collection Charge.

MONTHLY RATES

Base Facility Charge 1.22 Water 7.44 per ea. 1000 Gallons
 Base Facility Charge 3.43 Sewer 12.36 per ea. 1000 Gallons

The undersigned does hereby agree to abide by the Rules and Regulations of this Utility, as approved by the Florida Public Service Commission and does guarantee payment of any and all indebtedness incurred.
 WATER RESTRICTIONS IN EFFECT: For further information 1-800-423-1476

Signature _____

Ronald Chase
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Held For Future Use.

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

COPY OF CUSTOMER'S BILL

C.F.A.T. H2O, Inc.
 1515 E. SILVER SPGS BLVD
 OCALA, FL 34470
 Telephone (904) 629-5591

: First Class Mail :
 : U.S. Postage Paid :
 : OCALA, FL 34478 :
 : PERMIT NO. 368 :

ACCOUNT NUMBER
 SERVICE ADDRESS 7334 NE JAX RD # 120-A
 READING DATE 09/22/93
 BILL DATE 10/01/93 PAST DUE AFTER 10/21/93

METER READING	GAL USED	SERVICE	AMOUNT
234863	28520	PRIDR BAL	28.56
	10000	CK PAYMENT	-31.56
		WATER CHG	11.65
		SEWER CHG	22.57

ACCOUNT NO.
 LATE AS OF
 AMOUNT DUE 31.22

Ronald Chase
ISSUING OFFICER
 President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

HELD FOR FUTURE USE

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 23.0
Service Availability Policy.....	31.0
Table of Daily Flows.....	32.0
Tax Impact of CIAC.....	33.0

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities.....		
Availability.....		
Construction of Oversized Facilities.....		
Customer Connection (Tap-in).....		
Customer Installation (Customer Maintained Lines).		
Cost Records and "As-Built" Plans.....		
Design by Independent Engineers.....		
Developer Agreements.....		
Easements and Rights-of-Way.....		
Extensions Outside Certificated Territory.....		
General Information.....		
Inspections.....		
Obligations of Developer.....		
Obligations of Utility.....		
Off-Site Facilities.....		
On-Site Facilities.....		
Refundable Advances.....		
Schedule of Fees and Charges.....		
System Design and Construction.....		
Table of Daily Flows.....		
Transfer of Contributed Property - Bills of Sale..		

Go to Sheet No. 23.0

Ronald Chase
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

SERVICE AVAILABILITY POLICY

1. Water transmission and distribution main and the sewer collection system, including the water service lines and sewer laterals, will be donated to the utility at no cost.
2. The investment and treatment plants and related facilities are the responsibility of the utility.
3. The utility is authorized to collect meter installation fees and inspection fees.

Ronald Chase
ISSUING OFFICER

President
TITLE

NAME OF COMPANY C.F.A.T. H2O, Inc.

WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments	250 gpd [1]
Bars and Cocktail Lounges	5 gpcd [2]
Boarding Schools (Students and Staff)	75 gpcd
Bowling Alleys (toilet wastes only, per lane)	100 gpd
Country Clubs, per member	25 gpcd
Day Schools (Students and Staff)	10 gpcd
Drive-in Theaters (per car space)	5 gpd
Factories, with showers	30 gpcd
Factories, no showers	10 gpd/100 sq. ft.
Hospitals, with laundry	250 gpd/bed
Hospitals, no laundry	200 gpd/bed
Hotels and Motels	200 gpd/room and unit
Laundromat	225 gpd/washing machine
Mobile Home Parks	300 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat)	3 gpd
Nursing Homes	150 gpd/100 sq. ft.
Office Buildings	10 gpd/100 sq. ft.
Public Institutions (other than those listed herein)	75 gpcd
Restaurants (per seat)	50 gpcd
Single Family Residential	350 gpd
Townhouse Residence	250 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd
Stores, without kitchen wastes	5 gpd/100 sq. ft.
Speculative Buildings	10 gpd/100 sq. ft.
Warehouses	30 gpd plus 10 gpd/ 1000 sq. ft.

[1] gpd - gallons per day
 [2] gpcd - gallons per capita per day

Ronald Chase
ISSUING OFFICER
 President
TITLE

COMPANY NAME C.F.A.T. H2O, Inc.
WATER TARIFF

TAX IMPACT OF CIAC

Prior to the Congressional Tax Reform Act of 1986, Section 118(b) of the Internal Revenue Code provided for the exclusion of certain types of Contributions In Aid Of Construction (CIAC) from the taxable income of a corporate utility. Such amounts were, therefore, tax exempt.

However, pursuant to the Congressional Tax Reform Act of 1986, Section 118(b) was amended to reclassify CIAC (both cash and property) as taxable source of revenue, effective January 1, 1987. The net result of this action is that a utility which is a corporation must now pay income tax on the CIAC it collects.

Since the amount of this additional tax liability is directly attributable to the contributors (developers, builders, etc.) of the CIAC, the utility is required to collect this amount from those contributors.

Therefore, in accordance with Order No. 16971 issued on December 18, 1986 in Docket No. 860184-PU, the Public Service Commission adopted and ordered specific guidelines for a utility to administer in the calculation, collection, and reporting of CIAC tax liabilities as follows:

- 1) On and after January 1, 1987, utilities may collect from developers and others who convey cash and/or property to a utility as CIAC, an amount equal to the tax impact of the CIAC.
- 2) The tax impact amount to be collected shall be determined based upon use of the marginal rate of Federal and State corporate income tax related to the value of all property and cash contributions included in taxable income of the utility, including that tax applicable to the gross-up funds themselves, or "tax on tax" effect. The first year's tax depreciation benefits on all property contributions shall be utilized to reduce the tax impact collected.

The tax impact amount to be collected shall be determined using the following formula:

Full Gross Up:

Depreciable Plant: $(CP - (CP * (1/TL) * AR * .5)) * (1/(1-CTR))$

Land (or Cash): $(CL * (1/(1-CTR)))$

- Where:
- CP = Contributed plant
 - TL = Tax life for contributed plant
 - AR = Accelerated tax rate
 - CTR = Combined federal and state income tax rate
 - CL = Contributed land

Ronald Chase
ISSUING OFFICER

President
TITLE