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FLORIDA PUBLIC SERVICE COMMISSION

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INSTRUCTIONS FOR COMPLETING
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF COMMISSION
CERTIFICATE OR FACILITIES CLERK

(Section 367.071, Florida Statutes)

General Information

The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Economic Regulation, Bureau of Certification, Economics and Tariffs (850) 413-6900.

Instructions

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A.". Do not leave any items blank.
3. Notarize the completed application form.
4. Remit the proper filing fee pursuant to Rule 25-30.020, Florida Administrative Code, with the application.
5. Return the utility's original certificate(s) with the application.
6. The **original and five copies** of the completed application and attached exhibits; the **original and two** copies of proposed tariff sheets; the proper filing fee; and the original certificate(s) should be mailed to:

Director, Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DOCUMENT NUMBER-DATE

11294 DEC 11 8

FPSC-COMMISSION CLERK

ORIGINAL

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale,
assignment or transfer of (all) or part) of Water Certificate No.

N/A and/or Wastewater Certificate No. _____ or facilities in
Okeechobee 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 applicant:

ZACHARY TAYLOR Camping + Lodge, Inc.
Name of utility

(863) 763-3327 (863) 763-6301
Phone No. Fax No.

2995 Highway 441 SE
Office street address

Okeechobee FL 34974
City State Zip Code

Mailing address if different from street address

Internet address if applicable

PSC/ECR 007 (Rev. 2/91)

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check:
[Signature]

06 DEC 11 AM 9:51

REGISTRATION CENTER NUMBER-DATE

11294 DEC 11 8

FPSC-COMMISSION CLERK

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

Robert Dodill (321) 217-6407

Name Phone No.

2307 Amherst Ave.

Street address

Orlando FL 32804-5401

City State Zip Code

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

Zachary Taylor Camping and RV Resort, LLC

Name of utility

(863) 467-0715 (863) 467-0715

Phone No. Fax No.

2995 Highway 441 SE

Office street address

Okcecho bee FL 34974

City State Zip Code

N/A

Mailing address if different from street address

N/A

Internet address if applicable

D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship

Other: Limited Liability Corporation
(specify)

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

October 5, 2006, Florida

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

CEO - Christine Clifford, 2995 Hwy 441 SE, Lot 128, Olcechobee, FL 34904
Treasurer - Barry Haefele, 139 Lake Carol Dr., West Palm Beach, FL 33411
Secretary - Victoria Haefele, 139 Lake Carol Dr., West Palm Beach, FL 33411

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

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

N/A

- C) Exhibit II - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

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

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

- D) Exhibit N/A - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

- E) Exhibit II - A statement describing the financing the purchase.

- F) Exhibit II - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

G) Exhibit III - 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, state 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 N/A - 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.)

I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

Charles Freed (863) 763-3377
Name Phone No.
2995 Highway 441 SE
Street address
Okcechobee FL 34974
City State Zip Code

J) Exhibit IV - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

K) Exhibit V - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

L) Exhibit VI - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

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

PART III NOTICE OF ACTUAL APPLICATION

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

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

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

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

N/A (for water) and \$750.00 (for wastewater).

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

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250.**
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000.**

PART V OTHER

- A) Exhibit VIII - 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. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit VIII A - 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. **Sample tariff(s) are attached.**
- C) Exhibit VIII A - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I Charles R Freed (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: [Signature]
Applicant's Signature

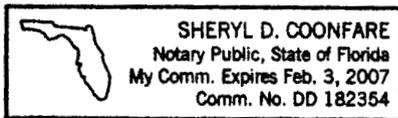
Charles Freed
Applicant's Name (Typed)

President
Applicant's Title *

Subscribed and sworn to before me this 8th day in the month of December in the year of 2006 by Charles Freed

who is personally known to me or produced identification

Type of Identification Produced _____



[Signature]
Notary Public's Signature

Sheryl D. Coonfare
Print, Type or Stamp Commissioned Name of Notary Public

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

EXHIBIT I

Due to the sale of Zachary Taylor Camp and Lodge, Inc. this transfer to Zachary Taylor Camping and RV Resort, LLC is imperative to the well being of the residents of the RV Park for which this utility services. The Buyer's experience with the operation of this facility is based on the current Park Maintenance Manager's five (5) years employment with the park working along side James Whitlock who is the licensed operator of this utility for whom the Buyer intends to keep as it's operator. The Buyer can financially provide service for said utility based on income from the park as well as Taylor Creek Condominiums who also is serviced by this facility. The Buyer understands all commitments, obligations, and representations with regard to the seller that are currently in place and will fulfill these requirements.

EXHIBIT II

The following eight (8) pages make up Exhibit II.



THE TUCKER GROUP
Okeechobee, Florida
Toll Free (888) 874-2945
Local (888) 793-4010
One N. Clematis Street
Suite 100
West Palm Beach, FL 33401

Commercial Contract
FLORIDA ASSOCIATION OF REALTORS®



1. PURCHASE AND SALE: Christine Clifford, and/or Assigns which may be a LLC ("Buyer")
2 agrees to buy and Zachary Taylor Camping and Resort Lodge, Inc. (CC) ("Seller")
3 agrees to sell the property described as: Street Address: 2995 Highway 441 S E
4 Okeechobee, FL 34974 RE #1-26-37-35-0A00-00004-C000 & 1-35-37-35-0010-00000-0010 &
5 Legal Description: RE#1-35-37-35-0A00-00001-0000, approx. 12.5 acres which consist of a 249 space RV Park, existing
6 survey to be provided by seller. including all improvements thereon owned by Seller.
7 and the following Personal Property: All property thereon owned by Seller and/or used in the operation of Park. a list will be
8 attached at a later date.

9 (a) collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this
10 Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract.
11 Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time
12 period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

13 2. PURCHASE PRICE:
14 (a) Deposit held in escrow by Michael Tannenbaum Atty. at Law \$ 5,000.00
15 (b) Additional deposit to be made within 30 days from Effective Date \$ 20,000.00
16 (c) Total mortgages (as referenced in Paragraph 3) \$ 2,495,000.00
17 (d) Other: 2,825,000.00
18 (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally \$ -0-
19 drawn certified or cashier's check or wire transfer.

20 3. THIRD PARTY FINANCING: Within 5 days from Effective Date ("Application Period"), Buyer will, at Buyer's expense,
21 apply for third party financing in the amount of \$ 2,495,000.00 or 100 % of the purchase price to be amortized over a
22 period of 20 years and due in no less than years and with a fixed interest rate not to exceed n/a % per year or
23 variable interest rate not to exceed n/a % at origination with a lifetime cap not to exceed % from initial rate,
24 with additional terms as follows:
25

26 Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit,
27 employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon
28 obtaining financing or being rejected by a lender if Buyer, after diligent effort, fails to obtain a written commitment within 30
29 days from Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's
30 deposit(s) will be returned to Buyer in accordance with Paragraph 9.

31 Buyer (CC) and Seller () acknowledge receipt of a copy of this page, which is page 1 of 5 Pages.



32 4. TITLE. Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed
33 other and quit claim deed to waterfront, free of liens, easements and encumbrances of record or known to
34 Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and
35 (list any other matters to which title will be subject) _____
36 _____

37 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property
38 as _____

39 (a) Evidence of Title. Seller will, at (check one) Seller's Buyer's expense and within 30 days from Effective
40 Date prior to Closing Date from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer
41 (check one)

42 a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's
43 policy in the amount of the purchase price for fee simple title subject only to exceptions stated above.
44 an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
45 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
46 insurer as a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update
47 in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together
48 with copies of all documents recited in the prior policy and in the update.

49 (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title
50 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers
51 proper written notice and Seller cures the defects within 30 days from receipt of the notice ("Curative Period"). If the
52 defects are cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such
53 curing. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative
54 Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's
55 inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close
56 the transaction without reduction in purchase price. The party who pays for the evidence of title will also pay related title
57 service fees including title and abstract charges and title examination.

58 (c) Survey: (check applicable provisions below)
59 Seller will, within 15 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications,
60 and engineering documents, if any, and the following documents relevant to this transaction: rent rolls,
61 membership records, permits from Okeechobee County & SFWMD, prepared for Seller or in Seller's
62 possession, which show all currently existing structures.

63 Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title
64 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
65 encroachments on the Property or that the improvements encroach on the lands of another, Buyer will accept the
66 Property with existing encroachments such encroachments will constitute a title defect to be cured within the
67 Curative Period.

68 (d) Ingress and Egress. Seller warrants that the Property presently has ingress and egress.

69 (e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

70 5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Okeechobee County,
71 Florida on or before Nov. 30, 2006 or within 30 days from Effective Date ("Closing Date"), unless otherwise
72 extended, herein. Seller Buyer will designate the closing agent. Buyer and Seller will, within 30 days from ^(C)
73 Effective Date, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is
74 providing purchase funds, lender requirements as to place, time of day, and closing procedures will control over any contrary
75 provisions in this Contract.

76 (a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for
77 the deed. Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is
78 obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to
79 satisfy the encumbrances.

80 (b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent
81 roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying
82 tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that
83 information regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of
84 Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution
85 and setting forth facts showing the conveyance conforms with the requirements of local law. Seller will transfer security
86 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements and financing
87 statements.

88 Buyer (CC) _____ and Seller _____ acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.



89 (c) Taxes, Assessments, and Prorations: The following items will be made current and prorated as of Closing Date
 90 as of _____; real estate taxes, bond and assessment payments assumed by Buyer, interest, rents,
 91 association dues, insurance premiums acceptable to Buyer, operational expenses and _____ rents
 92 If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be
 93 used with due allowance being made for improvements and exemptions. Seller is aware of the following assessments
 94 affecting or potentially affecting the Property: _____

95 Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless
 96 the improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire
 97 assessment.

98 (d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at
 99 closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign
 100 person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to
 101 provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding
 102 requirement. If withholding is required and Buyer does not have cash sufficient at closing to meet the withholding
 103 requirement, Seller will provide the necessary funds and Buyer will provide proof to Seller that such funds were properly
 104 remitted to the I.R.S.

105 6. ESCROW: Buyer and Seller authorize _____ Okeechobee Title Company

106 Telephone: 863-763-2898 Facsimile: _____ Address: 105 N W 6th Street
 107 Okeechobee, FL 34972

108 to act as "Escrow Agent" to receive funds and other items and, subject to clearance,
 109 disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest
 110 bearing escrow account an interest bearing escrow account with interest accruing to _____
 111 with interest disbursed (check one) at closing at _____ intervals. If Escrow Agent
 112 receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she
 113 may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court
 114 order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the
 115 escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow
 116 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed
 117 real estate broker, Escrow Agent will comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or
 118 arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of
 119 the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with such fees and costs to be paid
 120 from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The
 121 parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of escrowed items, unless
 the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

122 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition,
 123 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no
 124 warranties other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any
 125 defects in the property. (Check (a) or (b))

126 (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
 127 condition.

128 (b) Due Diligence Period: Buyer will, at Buyer's expense and within 30 days from Effective Date ("Due Diligence
 129 Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and
 130 development of the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests,
 131 analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction
 132 the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation
 133 and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities;
 134 consistency with local, state and regional, growth management and comprehensive land use plans; availability of permits,
 135 government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground
 136 water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property for
 137 Buyer's intended use and development. Buyer shall deliver written notice to Seller prior to the expiration of the Due
 138 Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this
 139 notice requirement shall constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its
 140 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the
 141 purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property
 142 and conduct inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs,
 143 claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the
 144 conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result
 145 in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction
 146 does not close, (1) Buyer shall repair all damages to the Property resulting from the inspections and return the Property to
 147 the condition it was in prior to conduct of the inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all
 148 reports and other work generated as a result of the inspections. Should Buyer deliver timely notice that the Property is not
 149 acceptable, Seller agrees that Buyer's deposit shall be immediately returned to Buyer and the Contract terminated.

150 Buyer (CC) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

151 (c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties,
152 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that
153 all Property is on the premises.

154 (d) **Disclosures:**

155 1. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
156 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal
157 and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing
158 may be obtained from your county public health unit.

159 2. **Energy Efficiency:** Buyer may have determined the energy efficiency rating of the building, if any is located on the
160 Real Property.

161 8. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
162 business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely
163 impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect
164 the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent without Buyer's
165 consent.

166 9. **RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met
167 and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned
168 in accordance with applicable Florida laws and regulations.

169 10. **DEFAULT:**

170 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title
171 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific
172 performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

173 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all
174 deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this
175 Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If
176 Seller retains the deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all
177 forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

178 11. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing
179 party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees,
180 costs and expenses.

181 12. **BROKERS:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a
182 licensed real estate Broker other than:

183 (a) **Listing Broker:** John Pell
184 who is an agent of Seller a transaction broker a nonrepresentative and
185 who will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify)
186 Commission will be in the amount of 5% of Purchase Price, paid at closing.

189 (b) **Cooperating Broker:** _____
190 who is an agent of _____ a transaction broker a nonrepresentative and
191 who will be compensated by Buyer Seller both parties pursuant to an MLS or other offer of compensation to
192 a cooperating broker other (specify) _____

196 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,
197 introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold
198 Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at
199 all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation
200 in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by
201 Broker at the request of Buyer or Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as
202 amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers,
203 recommends or retains for or on behalf of Buyer or Seller.

204 13. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is not
205 assignable is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding
206 upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).
207

208 Buyer (CC) () and Seller () () acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.



209 14. **OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this
210 Contract):

- 211 Arbitration Seller Warranty Existing Mortgage
- 212 Section 1031 Exchange Coastal Construction Control Line Other _____
- 213 Property Inspection and Repair Flood Area Hazard Zone Other _____
- 214 Seller Representations Seller Financing Other _____

215 15. **MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications
216 of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials,
217 documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be
218 acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to
219 this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all
220 remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be
221 recorded in any public records. Delivery of any written notice to any party's agent will be deemed delivery to that party.

222 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN**
223 **ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND**
224 **REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR**
225 **LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY**
226 **AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX,**
227 **PROPERTY CONDITION, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER**
228 **DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY**
229 **BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL**
230 **VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL**
231 **INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
232 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

233 **DEPOSIT RECEIPT:** Deposit of \$ _____ by _____ check other _____
234 received on _____ by _____
235 *Signature of Escrow Agent*

236 **OFFER:** Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller
237 and a signed copy delivered to Buyer or Buyer's agent no later than 5:00 a.m. p.m. on 10-27-06
238 Buyer may revoke this offer and receive a refund of all deposits.

239 Date: 10/23/06 BUYER: C Clifford Tax ID No: _____
241 Christine Clifford
242 Title: _____ Telephone: _____ Facsimile: _____
243 Address: _____
244

245 Date: _____ BUYER: _____ Tax ID No: _____
246 Title: _____ Telephone: _____ Facsimile: _____
247 Address: _____
248
249

250 **ACCEPTANCE:** Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions (subject
251 to the attached counter offer).

252 Date: _____ SELLER: Charles Fred. Pres. Tax ID No: _____
254 Zachary Taylor Camping and Resort Lodge, Inc.
255 Title: Charles Fred. Pres. Telephone: 610-0746 Facsimile: _____
256 Address: _____
257

258 Date: _____ SELLER: _____ Tax ID No: _____
259 Title: _____ Telephone: _____ Facsimile: _____
260 Address: _____
261

262 Buyer (CC) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

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Local (863) 763-4010
One N. Clematis Street
Suite 100
West Palm Beach, FL 33401

Addendum to Contract

FLORIDA ASSOCIATION OF REALTORS®



Addendum No. 1 to the Contract between Zachary Taylor Camping and Resort Lodge, Inc. ("Seller")
and Christine Clifford ("Buyer") concerning the Property described as:
2995 Highway 441 S E Okeechobee, FL 34974

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract.

1) From the date of acceptance of this agreement, by Buyer and Seller, there will be no further sales of "Memberships", of any kind.

2) Buyer acknowledges that 55 "memberships" have been sold in back of (S)

Date: 10/23/06

Buyer: C. Clifford
Christine Clifford

Date: _____

Buyer: _____

Date: _____

Seller: Zachary Taylor Camping and Resort Lodge, Inc.
Zachary Taylor Camping and Resort Lodge, Inc. ©

Date: _____

Seller: _____

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FROM : C-S CLIFFORD
11/06/2006 10:45

FAX NO. : 561 881 1461
BUCKER GROUP LLC

Nov. 06 2006 06:24PM P3
PAGE 02

FROM : CHARLES AND FRANCES FREED 11/6
11/06/2006 12:17

PHONE NO. : 341 763 8054

Nov. 06 2006 03:45PM P1

Inventory List: Zachary Taylor Camping & Resort, Inc.

November 6, 2006

Main Office: 1 desk, phone system, copier, shelving, tables and assorted office supplies.

Chuck Office: 1 desk, 1 computer desk, 1 computer, 1 safe, 1 chest, 1 supply cabinet, shelving, 1 table, assorted chairs, 1 key cabinet, assorted office supplies and radio

Bookkeeper office: 4 file cabinets, 1 desk, 1 safe, computer, assorted office supplies, Assorted chairs.

Assorted items that go with pool, rec hall, and shuffle board.

3 shop golf carts and 4 chargers	2 combined single units on lots A & B
4 office golf carts and 3 chargers	1 12 X 60 Modular on lot 245
1 Dixie chopper	
1 52" snapper	
1 push mower	
3 still weed eaters	
1 still back pack blower	
1 chain saw	
1 skill saw	
1 chop saw	
1 sawsall	
1 rotor	
1 cordless drill & 1 dewalt drill	
1 walk behind edger	
1 air compressor 21 gal.	
1 air compressor 2 gal.	
1 shop vac.	
3 battery chargers	
1 pipe cutter	
1 ea. Socket set & wrenches	
1 8' step ladder	
1 24' extension ladder	
1 16' extension ladder	
1 elec. Meter "tester"	
1 hog pump	
1 pressure washer	
2 window A C units	
2 110 volt ester heaters	
2 row boats	
1 8' metal trailer	


Chuck Freed


Christine Clifford



Okeechobee, Florida
 Toll Free (888) 874-2945
 Local (863) 763-4010
 One N. Clematis Street
 Suite 100
 West Palm Beach, FL 33401



Addendum to Contract
 FLORIDA ASSOCIATION OF REALTORS®

Addendum No. 2 to the Contract between Zachary Taylor Camping & Lodge, Inc. ("Seller")
 and Christine Clifford, and/or Assigns which may be a LLC ("Buyer") concerning the Property described as:
2995 Highway 441 East Okeechobee, FL 34974

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3) Buyer & Seller further agree to work together, in the best interest of Zachary Taylor Camping & Lodge, Inc.

[REDACTED]

Date: 11/29/10

Buyer: Christine Clifford
 Christine Clifford

Date: _____

Buyer: _____

Date: 11/29/06

Seller: Zachary Taylor Camping & Lodge, Inc.
 Zachary Taylor-Camping & Lodge, Inc.

Date: _____

Seller: _____

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EXHIBIT III

The paperwork indicating “rate base” previously established by the Public Service Commission was requested by the Buyer, however the Seller was unable to produce this information. The Public Service Commission may have this information on file with the Sellers records.

EXHIBIT IV

The books and records of the Seller have not been provided to the Buyer after extensive research by the Seller, Charles Freed, his Office Staff, Chris Young and Sandy Bilyeu, and the Sellers Real Estate Agent, John Pell. This information may be on file with the Public Service Commission with the Sellers records.

EXHIBIT V

The Buyer is unable at this point to furnish the Public Service Commission with the Sellers 2005 Tax Returns for this utility due to the fact that they have not yet been completed by the Sellers Accountant due to his current state of health.

EXHIBIT VI

The Buyer has made a reasonable investigation of the system being acquired and it appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

EXHIBIT VII

The Seller is in the process of completing this requirement. This Exhibit will be submitted at a later date.

EXHIBIT VIII

The information requested with regard to the ownership of the land where the utility treatment facility is located is already on file with the Public Service Commission in the Sellers records.

Exhibit 8 *A*

Owner has searched for certificate and cannot locate it.

Hopefully, it is on file with the state.

Arthur R. Freed, Pres.