

SUNDSTROM LAW
ATTORNEYS | COUNSELORS



FILED 2/5/2026
DOCUMENT NO. 00937-2026
FPSC - COMMISSION CLERK

February 5, 2026

Adam Teitzman, Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 20260119-WS; Application for transfer of certificates or facilities from a regulated utility to another regulated utility

Dear Mr. Teitzman:

Attached please find Exhibits A-K for the application referenced above.

Should you have any questions in this regard, please let me know.

Sincerely,

SUNDSTROM LAW, LLC

/s/ F. Marshall Deterding

F. Marshall Deterding
Of Counsel

FMD/brf

2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301
(850) 877-6555

EXHIBIT A

Purchase and Sale Agreement

Execution Version

PURCHASE AND SALE AGREEMENT

(3277 1st Avenue, Mims, Florida – Northgate Mobile Home & RV Park)

This **PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made and entered into as of March 31, 2025 (the “**Effective Date**”), by and between Northgate Mobile Ranch, LLC, a Florida limited liability company, and Bovine Farm Pasture, Inc., a Florida corporation (individually or collectively, as the context may require, but in all instances, jointly and severally, “**Seller**”) and **PARAKEET ACQUISITIONS LLC**, a Delaware limited liability company and/or its assigns (“**Purchaser**”).

ARTICLE 1

PURCHASE AND SALE OF PROPERTY

On the terms and conditions in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of the following (collectively, the “**Property**”): (i) the real property commonly known as “Northgate Mobile Home & RV Park”, a manufactured mobile housing community containing 172 permitted manufactured home sites, located at 3277 1st Avenue, Mims, Florida and comprised of approximately 29 acres of land and approximately 58 acres of expansion land, commonly identified by tax parcel numbers 21-34-01-00-1, 21-35-06-00-285, 21-35-06-00-280, 21-35-06-00-521, 21-35-06-00-509, 21-35-06-00-512, 21-35-06-00-513, 21-35-06-00-797, and 21-035-06-00-279 and legally described in Exhibit A attached hereto, together with all easements, covenants, agreements, rights, privileges, tenements, hereditaments and appurtenances thereunto now or hereafter belonging or appertaining thereto (collectively, the “**Land**”); (ii) all improvements located on the Land (collectively, the “**Improvements**” (excluding the manufactured homes which are owned by each tenant) and, together with the Land, the “**Real Property**”); (iii) the prospectus, as amended (“**Prospectus**”), and the RV policies and guidelines (the “**RV Policies**”), a true, correct, and complete copy of the Prospectus and RV Policies as of the Effective Date is attached as Schedule 1 attached hereto; (iv) all (a) tangible personal property, vehicles, equipment, machinery, office supplies, computer hardware, artwork, mechanical systems, pylons and signs, storage and shipping containers, temporary structures, fixtures, and all other tangible personal property located in or on the Real Property as of the Effective Date and/or otherwise used in connection with the operation of the Property, including those items listed on Schedule 2 attached hereto, but specifically excluding all items set forth on Schedule 2(a) attached hereto, and (b) books and records, reports, plats, site plans, surveys, architectural, mechanical, engineering and other plans and specifications, drawings and other materials relating to the operation, design, entitlement, development and construction, manuals and instruction materials, tenant lists, advertising and marketing materials and floor plans that relate to the Real Property, including all of the Property Information (as defined below) (such items in the foregoing clauses (a) and (b), and in each case not owned by any of the tenants, collectively, the “**Personal Property**”); (v); all goodwill and general intangibles that relate to the Land, Improvements and Personal Property; (viii) all service and maintenance contracts related to the Land, Improvements and Personal Property that will remain in existence after Closing that Purchaser elects to assume (if any) pursuant to Section 6.2 hereof (collectively, the “**Service Contracts**”), a true, correct, and complete list of such Service Contracts as of the Effective Date is shown on Schedule 3 attached hereto; and (ix) all permits, authorizations, development rights, licenses, certificates of occupancy, entitlements and governmental approvals, to the extent such items are legally assignable to Purchaser, that relate to the Land, Improvements, Personal Property and Intangibles (as defined below) (collectively, the “**Permits**”).

ARTICLE 2

PURCHASE PRICE AND DEPOSIT

2.1 Purchase Price. The total purchase price for the Property (“**Purchase Price**”) shall be Sixteen Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$16,750,000.00), payable by bank wire transfer of immediately available federal funds at the consummation of the transaction in accordance with

the terms and conditions in this Agreement (the “**Closing**”). The cash due at Closing on account of the Purchase Price shall be subject to adjustment as set forth in Section 8.4 of this Agreement. The parties hereby agree to work in good faith on an allocation schedule for the Purchase Price among the Real Property, Personal Property and Intangibles (as defined below) within ten (10) days following the Effective Date (the “**Allocation Schedule**”). The Allocation Schedule shall be reflected on the Settlement Statement (as defined below). The parties agree to file all tax returns in a manner consistent with the Allocation Schedule and not take any position with any tax authority that is inconsistent with the Allocation Schedule. For purposes herein, “Intangibles” means the intangible assets and goodwill being acquired by Purchaser in connection herewith.

2.2 Deposit; Escrow Provisions.

2.2.1 Deposit. Not later than 5:00 pm (Eastern time) on the third (3rd) Business Day after the Effective Date, Purchaser shall deliver to Chicago Title Insurance Company, 1901 Pennsylvania Avenue, NW, Suite 201, Washington, DC 20006, Attn: Matt Barlow, matt.barlow@ctt.com (the “**Title Company**”) by bank wire transfer of immediately available federal funds, a deposit in the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (together with any interest earned thereon, the “**Initial Deposit**”). Unless Purchaser delivers a Notice of Termination prior to the Due Diligence Approval Deadline, on the first Business Day after the Due Diligence Approval Deadline, Purchaser shall deliver to Title Company an additional deposit in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (together with any interest earned thereon, the “**Additional Deposit**”, and together with the Initial Deposit, herein henceforth the “**Deposit**”). The entire Deposit shall be applied to the payment of the Purchase Price at Closing. The Deposit shall become non-refundable unless Purchaser shall have terminated this Agreement by delivering a Notice of Termination prior to the Due Diligence Approval Deadline (as defined below), except as otherwise expressly set forth in this Agreement.

2.2.2 Escrow Provisions Regarding the Deposit. Title Company shall hold the Deposit, apply the Deposit in strict accordance with the terms of this Agreement and disburse the Deposit to the party entitled thereto under the terms of this Agreement. The Deposit shall be deposited and held by the Title Company into a separate FDIC insured interest-bearing escrow account with Citibank (the “**Depository**”). In no event shall Title Company incur any liability for levies by taxing authorities based upon the taxpayer identification number provided to Title Company and used to establish such escrow account. If prior to the Closing Date either party makes a written demand upon Title Company for payment of the Deposit, Title Company shall give prompt written notice to the other party of such demand. If Title Company does not receive a written objection from the other party to the proposed payment within ten (10) days after the giving of such notice, Title Company is hereby authorized to make such payment. If Title Company does receive a written objection within such ten (10) day period, Title Company shall continue to hold such amount until otherwise directed by joint written instructions from the parties to this Agreement or a final judgment by a court of competent jurisdiction in the state where the Real Property is located. However, Title Company shall have the right at any time to interplead the Deposit with a court of competent jurisdiction in the state where the Real Property is located. Title Company shall give written notice of such delivery to Seller and Purchaser. Upon such interpleader, Title Company shall be relieved and discharged of all further obligations and responsibilities hereunder. The parties acknowledge that Title Company is acting solely as a stakeholder at their request and for their convenience, and that Title Company shall not be deemed to be the agent of either of the parties and shall not be liable for any act or omission on its part unless taken or suffered in bad faith in willful disregard of this Agreement, or involving negligence of the Title Company. Seller and Purchaser jointly and severally shall indemnify and hold Title Company harmless from and against all actual costs, claims and expenses, including reasonable attorney’s fees, incurred in connection with the performance of Title Company’s duties hereunder, except with respect to actions or omissions taken or suffered by Title Company in bad faith, in willful disregard of this Agreement, or involving negligence by Title Company. The parties shall deliver to Title Company an executed copy of

this Agreement. Title Company shall execute the joinder signature page for Title Company attached hereto, which shall confirm Title Company's agreement to comply with the provisions of this Section 2.2.2.

2.3 Due Diligence Approval Deadline; Option to Terminate. If for any reason whatsoever, in Purchaser's sole and absolute discretion, Purchaser elects not to proceed to Closing, then Purchaser may terminate this Agreement at any time by giving concurrent written notice thereof to Seller and Title Company (a "**Notice of Termination**") not later than 5:00 p.m. (Eastern time) on the date that is forty-five (45) days after the Effective Date (the "**Due Diligence Approval Deadline**"). If Purchaser delivers to Seller and Title Company the Notice of Termination, Title Company shall promptly return the Deposit to Purchaser and the parties shall have no further rights or obligations under this Agreement, except for any obligations that expressly survive termination. If Purchaser does not deliver a Notice of Termination prior to the Due Diligence Approval Deadline, then Purchaser shall be deemed to have elected to proceed to Closing and Purchaser shall have irrevocably waived its option to terminate this Agreement on the basis of its due diligence and this Section 2.3.

ARTICLE 3 TITLE AND SURVEY

3.1 State of Title to be Conveyed. At Closing, Seller shall convey to Purchaser (and/or its assignee or designee): (i) title to the Real Property by the Deed (as defined below), subject only to the Permitted Exceptions; and (ii) title to the Personal Property by the Personal Property Bill of Sale (as defined below) free from all liens and encumbrances.

3.2 Title Commitment and Survey; Lien Searches. Purchaser shall cause the Title Company to deliver to Purchaser a title commitment issued by the Title Company (the "**Title Commitment**") covering the Real Property. Purchaser shall have the right (but not the obligation) to obtain an ALTA land title survey of the Real Property (the "**Survey**"). At Purchaser's sole cost and expense, Purchaser shall have the right to obtain additional searches, including, but not limited to, UCC and Municipal Lien Searches in the name of Seller and/or the Property (the "**Lien Searches**"). Purchaser shall promptly deliver, or cause Title Company to promptly deliver, to Seller copies of the Title Commitment (including copies of any documents listed on Schedule B, Section 2, of the Title Commitment), the Survey (if any) and the Lien Searches (if any), including any updates or supplements thereto, all at or before the time it delivers the Objection Notice (as defined below) or any Additional Objection (as defined below):

3.3 Title and Survey Review. If any aspect of the Title Commitment, Survey, or Lien Searches is objectionable to Purchaser (each, an "**Objection**" and collectively, the "**Objections**"), in Purchaser's sole discretion, Purchaser shall notify Seller of such fact in writing (the "**Objection Notice**") on or prior to 5:00 p.m. (Eastern time) on the date forty-five (45) days following the Effective Date (the "**Title and Survey Objection Deadline**"). If Purchaser delivers an Objection Notice, Seller shall have until 5:00 p.m. (Eastern time) on such date that is seven (7) days after the delivery of Purchaser's Objection Notice (the "**Response Period**") to notify Purchaser in writing ("**Removal Notice**") of any Objections that Seller will either agree to Remove (as defined below) or not Remove. If Seller does not timely deliver a Removal Notice on or prior to the expiration of the Response Period as to any particular Objection, then Seller shall be deemed to have made the election to not Remove such Objection. If Seller makes (or is deemed to have made) the election to not Remove an Objection as set forth above, then Purchaser shall have until 5:00 p.m. (Eastern time) on such date that is seven (7) days after the expiration of the Response Period to either (x) waive such Objection(s) and proceed to Closing in accordance with the terms and conditions of this Agreement (provided however that Mandatory Removal Items shall be deemed objected to by Purchaser for all purposes and Seller shall Remove same on or prior to Closing), whereupon such Objections shall be deemed Permitted Exceptions under this Agreement, or (y) terminate this Agreement by written notice to Seller and Title Company citing this Section 3.3 as the basis for termination and be

entitled to a prompt return of the Deposit. If Purchaser does not notify Seller in writing of its election to terminate within such seven (7) day period, then Purchaser shall be deemed to have made the election in clause (x) above, whereupon Purchaser shall be deemed to have waived those Objections that Seller has refused or is deemed to have refused to Remove, which shall be Permitted Exceptions under this Agreement, and shall proceed to Closing in accordance with the terms and conditions of this Agreement (provided however that Mandatory Removal Items shall be deemed objected to by Purchaser for all purposes and Seller shall Remove same on or prior to Closing). All exceptions appearing in the Title Commitment, matters appearing on the Survey, any matters of public record not reflected on the Title Commitment (if any) and/or matters appearing in any of the Lien Searches that Purchaser does not object to in the Objection Notice (other than the Mandatory Removal Items, which shall be satisfied by Seller on or before the Closing) or that are deemed waived and accepted by Purchaser as set forth in this Agreement shall constitute "**Permitted Exceptions**." Following the Due Diligence Approval Deadline, Purchaser shall have until the Closing in which to re-examine title (and survey) to the Property and in which to give Seller an additional Objection Notice with respect to any Objections for New Encumbrances (as defined below) first disclosed by such re-examination and/or any updates to the Title Commitment, Survey, or Lien Searches (each, an "**Additional Objection**"). The Parties shall follow the same time periods and methods for responding to each Additional Objection as set forth above in this Section 3.3 (and if applicable, the Closing Date shall be adjourned to allow for each party to have the full benefit of such time periods); it being acknowledged and agreed that Seller shall have the same option to Remove and Purchaser shall have the same option to terminate this Agreement. At or prior to Closing, notwithstanding anything to the contrary in this Agreement, Seller shall, at its sole cost and expense, cure, pay, remove, satisfy, and release all of the following: (i) all liens encumbering or affecting the Property, including any and all monetary liens, mortgages, deeds of trust, mechanics liens, financing statements, judgment liens, and/or other encumbrances affecting the Property that can be satisfied and released by the payment of money, excluding therefrom any lien for taxes that are not yet due and payable; (ii) all requirements shown in Schedule B, Section 1, of the Title Commitment (or any amendments or updates thereof) with the exception of items that are expressly made the obligation of, or relate to, Purchaser; (iii) any exceptions or encumbrances affecting title to the Property and first arising or first having been recorded after the later of the Effective Date or the commitment date and time reflected in the Title Commitment without Purchaser's written consent, excluding any exceptions or encumbrances caused by Purchaser or its agents ("**New Encumbrances**"); and (iv) execute and deliver at Closing all documents reasonably requested by the Title Company in order to remove the "standard exceptions" in the Owner's Policy (excluding the survey exception), including, the mechanic's liens, possession, and unrecorded matters exceptions, and to insure the so-called "gap" between the effective date of the Title Commitment and the recordation of the Deed (collectively, "**Mandatory Removal Items**"); it being acknowledged and agreed that Purchaser shall not be required to include any Mandatory Removal Items in any Objection Notice. If at or prior to Closing Seller does not Remove any Mandatory Removal Items, or any Objection(s) or Additional Objections that it has agreed to Remove in Seller's Removal Notice and/or Seller's supplemental Removal Notice (if any) with respect to any Additional Objections, then Purchaser shall be entitled to exercise its remedies under Section 10.1 of this Agreement. As used in this Agreement, "**Remove**" with respect to any Objection, Additional Objection or Mandatory Removal Item, shall mean that Seller shall, at its sole cost and expense, cure, pay, remove, satisfy, and/or release such Objection, Additional Objection or Mandatory Removal Item so as to cause Title Company to omit such Objection, Additional Objection or Mandatory Removal Item as an exception to the Owner's Policy at Closing, without any additional cost or liability to Purchaser; provided that Seller shall not have the right to Remove any Objections by causing Title Company to endorse or "insure over" the same without Purchaser's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

ARTICLE 4

PROPERTY INFORMATION; PURCHASER'S DUE DILIGENCE

4.1 On or before such date that is five (5) days following the Effective Date, Seller shall make available to Purchaser, and from and after the Effective Date will continue to make available to Purchaser from time-to-time, all materials in Seller's possession or control relating to the Property that are reasonably requested by Purchaser and that are not available from public sources, including all items set forth on Schedule 4 attached hereto (collectively, "**Property Information**"). Commencing on the Effective Date and continuing until the Closing or earlier termination of this Agreement, Purchaser and its agents and representatives shall have access to the Property at all times during normal business hours, upon at least two (2) days' written notice to Seller (which may be via email), for the purpose of conducting investigations, inspections and tests at the Property, including surveys, engineering and geotechnical inspections and tests (collectively, "**Diligence Reports**"). Purchaser may not perform soil-boring, destructive testing or any physically intrusive environmental testing without the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed). Purchaser's entry onto and inspection of the Property in accordance with the terms of this Agreement shall not damage the Property in any material respect. Any entry by Purchaser onto the Property shall be subject to, and conducted in accordance with, all applicable laws. Purchaser shall have the right to request information from any governmental or quasi-governmental authority and gather information regarding the Property, but in no event shall Purchaser disclose any Property Information, diligence results or other findings or any pre-existing conditions affecting the Property to any person or entity, including, but not limited to, any governmental or quasi-governmental authority, excluding only Purchaser's Representatives (as defined below) or as otherwise required in accordance with applicable laws applicable to the Property.

4.2 Purchaser agrees that Purchaser shall carry, and shall cause each of its agents, contractors, and representatives who enter upon the Property to carry commercial general liability insurance with limits of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate covering all activities of Purchase and its agents, contractors, and representatives while upon the Property and naming Seller as additional insured. Purchaser shall deliver a certificate of insurance evidencing its compliance with this requirement prior to any entry by it, or any of its agents, contractors or representatives, on to the Property.

4.3 Should this Agreement be terminated by either party for any reason, then Purchaser shall, within ten (10) days after the termination date, either (a) (i) return the Property Information and any other due diligence items to Seller, and (ii) deliver to Seller true copies of any and all reports, studies, surveys, plans, or similar documents that Purchaser receives from contractors, consultants, engineers, surveyors, appraisers, inspectors, and third party experts with whom Purchaser has contracted to perform due diligence or any inspection or investigation of the Property, if any, or (b) destroy any such records; provided that Purchaser shall have the right to retain Property Information as required under any applicable law related to records retention for the period of time required thereunder or stored on Purchaser's network as part of standard back-up procedures.

4.4 Purchaser shall indemnify and hold Seller harmless from and against any and all loss, claim, damages or liability of any kind (including, without limitation, court costs and reasonable attorneys' fees, including paralegal fees) arising or resulting from the investigations, inspections and tests conducted by Purchaser or any of its agents, contractors, or consultants, pursuant to this Section 4. Notwithstanding the foregoing to the contrary, Seller agrees that Purchaser's indemnification obligations shall neither apply to nor protect Seller from (nor shall Purchaser have any liability for) any pre-existing liabilities for matters merely discovered (and not exacerbated) by Purchaser (including, without limitation, defects or environmental contamination) or resulting from Seller's negligence, illegal activities or willful misconduct.

The indemnification of Seller by Purchaser contained in this Section 4.4 shall survive Closing or any termination of this Agreement.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations and Warranties. As a material inducement for Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser the following, as of the Effective Date and as of the Closing Date (unless another timeframe is specified) but subject to any Disclosure Notice (as defined below) Seller may provide, which representations and warranties shall survive the Closing for a period of six (6) months:

5.1.1 Organization; Authority; Consent; Foreign Person; OFAC. Seller is duly formed, validity existing and in good standing under the laws of the state of its formation and is registered to transact business in the state where the Real Property is located. Seller has all requisite power and authority and has taken all actions required by its organizational documents and applicable law, to execute and deliver this Agreement and will by Closing have taken all actions required by its organizational documents and applicable law to consummate the transaction in accordance with the terms of this Agreement. Seller is not a "foreign person," "foreign trust" or "foreign corporation" within the meaning of the United States Foreign Investment in Real Property Tax Act of 1980 and the Internal Revenue Code of 1986, as subsequently amended. Seller represents and warrants that: (i) Seller is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") (any such person, group, entity or nation being hereinafter referred to as a "**Prohibited Person**"); (ii) Seller is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation that is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) Seller (and any person, group, or entity which Seller controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person that either may cause or causes Purchaser to be in violation of any OFAC rule or regulation.

5.1.2 No Conflicts; Litigation; Bankruptcy. There is no agreement to which Seller is a party that is binding on Seller that is in conflict with this Agreement. There is no action or proceeding (including litigation) pending or threatened in writing against Seller or relating to the Property. So long as the loan and mortgage to which the Property is subject are satisfied at Closing in accordance with Section 3.3 above, the execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction contemplated hereby will not: (i) violate any judgment, order, injunction, or decree that Seller or the Property is subject, or (ii) conflict with, result in a breach of, or constitute a default under the organizational documents of Seller or any lease, mortgage, loan agreement, covenant, or other agreement or instrument that Seller is a party or that Seller or the Property may be bound. No bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending, or threatened in writing against Seller.

5.1.3 Other Sales Agreements. Except for this Agreement, (i) Seller has not entered into any other contract to sell the Property or any part thereof that is currently in effect, and (ii) there are no outstanding contracts, rights of first refusal, rights of first offer, options or other arrangements to purchase the Property or any portion thereof in favor of any third party.

5.1.4 Prospectus and RV Policies. Except for the Prospectus and RV Policies set forth on Schedule 1, there are no other prospectuses or RV policies and guidelines, oral or written, with anyone

that affect the Property. There are no understandings, oral or written, between the parties to the Prospectus or RV Policies that in any manner vary the obligations or rights of either party as set forth in the Prospectus or RV Policies. Neither Seller, nor any tenant, is in default under the Prospectus or RV Policies, nor has an event occurred which, with the giving of notice or passage of time, or both, could result in a default by Seller or any tenant under the Prospectus or RV Policies. There is no money or other security, including, but not limited to, letters of credit, deposited by any tenant with Seller under the Prospectus or RV Policies, other than as set forth on the Rent Roll (as defined below). No tenant has any right or option to purchase the Property or any portion thereof. Seller is not engaged in any pending audits or disputes with a tenant under the Prospectus or RV Policies. No rent (or additional rent or other charges, after being billed therefor) payable under the Prospectus or RV Policies is more than thirty (30) days in arrears of the date the same is required to be paid under the terms of the Prospectus or RV Policies. No rent has been paid by any tenant under the Prospectus or RV Policies more than one month in advance. Attached hereto as Schedule 5 is a true, correct, and complete copy of the most recent rent roll (i.e. March 2025) for the Property (the “**Rent Roll**”). There are no homes on the Property owned by Seller.

5.1.5 Service Contracts. Except for the Service Contracts set forth on Schedule 3, there are no other contracts of construction, employment, parking, maintenance, management, leasing or brokerage services, service, or supply that will affect the Property after Closing. Seller has or will provide Purchaser with complete copies of all Service Contracts, including all amendments and modifications thereof. Seller has not received any written notice of any claim against Seller for default or termination in connection with any Service Contract.

5.1.6 Tax Appeals. There are no tax appeals affecting the Property.

5.1.7 Violations of Law. Seller has not received notice of any violation of any federal, state, county or municipal laws, ordinances, orders, regulations and requirements affecting the Property, or any portion thereof (including the conduct of business operations thereon), including any environmental laws governing the Property, that remains uncured. Seller has received no notice that any water and/or sewer/septic system servicing the Property is in violation of any applicable laws and regulations. Seller has received no notice of any requirement that any water and/or sewer/septic system servicing the Property be altered or connected to the municipal, county or other public system other than as exists as of the Effective Date.

5.1.8 Personal Property. Seller is the sole owner of all of the Personal Property. Seller has good and marketable title to all Personal Property free and clear of all liens and encumbrances, except for taxes that are not yet due and payable.

5.1.9 Commitments. Except for the agreements, instruments and other documents that are of public record and the applicable federal, state and local laws, statutes, codes, regulations, ordinances, rules, requirements and orders of any governmental or quasi-governmental authority to which the Property is subject (the “**Public Agreements and Applicable Laws**”), Seller has not made and Seller has no knowledge of) any contract or agreement with any governmental or quasi-governmental authority, school board, or religious body, or to any other organization, group or individual relating to the Property that would impose any obligations upon Purchaser to make any contributions of money or land or to install or maintain any improvements (whether on site or off site), and there are no special contracts or agreements, whether oral or written, between Seller and any governmental or quasi-governmental authority limiting or defining the use and development of the Property, the construction of improvements thereon, the availability to the Property of public improvements and municipal services, any requirement to share in the cost thereof by recapture, contribution, special assessment or otherwise, or any requirement to contribute in land or cash to any school, library, park or other sort of county municipal or governmental district or body in connection with the development of the Property. Seller has not delivered any security to any governmental or quasi-

governmental authority, including but not limited to any bonds, for public improvements of any kind, whether or not benefitting the Property or any portion thereof. Except for any Public Agreements and Applicable Laws, there are no agreements with any Chapter 723 homeowner's association, any governmental or quasi-governmental authorities, agencies or utilities with respect to the Property or any portion thereof which would bind the Property following the Closing. The mobile home owners located on the Property have not formed a homeowners' association within the meaning of s. 723.075, *Florida Statutes*.

5.1.10 Property Information. To Seller's knowledge, Seller has delivered true, correct and complete copies of all Property Information provided to Purchaser as described on Schedule 5.1.10 attached hereto.

5.1.11 Condemnation. Seller has not received written notice of any pending condemnations affecting the Property or any portion(s) thereof, nor does the Seller have any actual knowledge (without any duty of investigation or inquiry) that any such action is presently threatened or contemplated. Except for any Public Agreements and Applicable Laws, Seller has not made any agreements or representations to any governmental authorities, adjoining or adjacent property owners, civic associations, utility companies, or any other persons or entities which would in any manner be binding upon Purchaser following Closing.

5.1.12 Tenant Agreements. Except for any Public Agreements and Applicable Laws or as set forth on Schedule 5.1.12, there are no written agreements with any tenant, group of tenants, or homeowners' association, and Seller has received no notice of any judgments, orders, writs, injunctions, decrees or written agreements of or with any court, governmental or administrative agency, or tribunal having jurisdiction, which restrict increases in the lot rental amount, require adjustments to the lot rental amount, or require improvements to be made to the Property, other than the Prospectus provided by Seller to Purchaser or on file with the Florida Department of Business and Professional Regulation.

5.1.13 Environmental. Seller has received no written notice that the Property is in violation of any environmental laws. To Seller's actual knowledge (without any duty of investigation or inquiry), the Property is not in violation of any law regarding the disposal of, refining, generating, manufacturing, producing, storing, handling, processing or transporting any hazardous substances (as such term is defined Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. and which substances shall include, but not be limited to, petroleum and related byproducts, hydrocarbons, radon, asbestos, urea formaldehyde and polychlorinated biphenyl compounds).

5.1.14 As-Is Where Is. Notwithstanding the warranties contained in this Section 5, Purchaser acknowledges and agrees that it will have, at Closing, investigated the Property and performed all testing and inspection it determines appropriate, and that except as set forth in this Agreement or any document or instrument delivered by Seller in connection with the Closing (as modified by any Disclosure Notice that Seller may provide), Seller has not made any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever concerning the Property, and except as set forth in this Agreement or any document or instrument delivered by Seller in connection with the Closing Purchaser agrees to accept the Property "AS IS" "WHERE IS" and "WITH ALL FAULTS" at Closing. Seller shall have no obligation to further clear, grade, modify or improve the Property or to modify or improve any buildings, utilities, or other facilities servicing the Property in any way, all such work to be performed by Purchaser at Purchaser's cost after Closing. Purchaser acknowledges (i) that Purchaser is a sophisticated Purchaser, knowledgeable and experienced in the financial and business risks attendant to an investment in real property and capable of evaluating the merits and risks or entering into this Agreement and purchasing the Property, (ii) that Purchaser has entered into this Agreement in reliance on its own (or its experts') investigation of the physical, environmental, economic, and legal condition of the Property,

and (iii) that Purchaser is not relying upon any representations or warranties concerning the Property made by Seller other than as expressly set forth in this Agreement or any document or instrument delivered by Seller in connection with the Closing (as modified by any Disclosure Notice that Seller may provide). Except as set forth in this Agreement or in any document delivered at Closing (as modified by any Disclosure Notice that Seller may provide), Seller shall not have any liability to Purchaser of any kind or nature for any subsequently discovered defects in the Property, whether the defects were latent or patent. Purchaser acknowledges that prior to the Closing, Purchaser was afforded the opportunity for full and complete investigations, examinations, and inspections of the Property. Purchaser acknowledges and agrees that except as set forth in this Agreement or any document or instrument delivered by Seller in connection with the Closing (iv) all Property Information in any way "relating to" the Property furnished to, or otherwise made available for review by Purchaser, may have been prepared by third parties and may not be the work product of Seller; (v) neither Seller nor any of Seller's representatives (meaning agents, employees, brokers, shareholders, principal(s), members, officers, or directors) has made any independent investigation or verification of, or has any knowledge of, the accuracy or completeness of, the Property Information relating to the Property; and (vi) Purchaser is not in any way relying on the Property Information furnished by Seller or any of the representatives of Seller.

5.2 Purchaser's Representations and Warranties. As a material inducement for Seller to enter into this Agreement, Purchaser represents and warrants to Seller the following, as of the Effective Date and as of the Closing Date (unless another timeframe is specified), which representations and warranties shall survive the Closing for a period of six (6) months:

5.2.1 Organization; Authority; Consent; OFAC; Foreign Principal. Purchaser is duly formed, validity existing and in good standing under the laws of the state of its formation, and is registered to transact business in the state where the Real Property is located. Purchaser has all requisite power and authority, and has taken all actions required by its organizational documents and applicable law, to execute and deliver this Agreement and will by Closing have taken all actions required by its organizational documents and applicable law to consummate the transaction in accordance with the terms of this Agreement. Purchaser represents and warrants that: (i) Purchaser is not, nor is it owned or controlled directly or indirectly by, any Prohibited Person named on the Specially Designated Nationals and Blocked Persons List maintained by OFAC; (ii) Purchaser is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation that is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) Purchaser (and any person, group, or entity which Seller controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person that either may cause or causes Seller to be in violation of any OFAC rule or regulation. Additionally, Purchaser represents and warrants that: (i) Purchaser is not, nor is it owned or controlled directly or indirectly by, any "foreign principal" (as defined in s. 692.201, *Florida Statutes*), and (ii) is in compliance with the requirements set out in ss. 692.202 - 205, *Florida Statutes*.

5.2.2 No Conflicts; Litigation; Bankruptcy. There is no agreement to which Purchaser is a party that is binding on Purchaser that is in conflict with this Agreement. There is no action or proceeding (including litigation) pending or threatened against Purchaser that would prohibit or interfere with Purchaser's contemplated purchase of the Property. The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transaction contemplated hereby will not: (i) violate any judgment, order, injunction, or decree that Purchaser or any of its assets are subject, or (ii) conflict with, result in a breach of, or constitute a default under the organizational documents of Purchaser or any lease, mortgage, loan agreement, covenant, or other agreement or instrument that Purchaser is a party or that Purchaser or any of its assets may be bound. No bankruptcy, insolvency, reorganization or similar

action or proceeding, whether voluntary or involuntary, is pending, or threatened in writing against Purchaser.

ARTICLE 6 COVENANTS PRIOR TO CLOSING

6.1 Operation of the Property. Until the Closing, except as otherwise specifically provided in this Agreement, Seller shall: (i) manage and operate the Property in accordance with Seller's ordinary past business practices, including maintaining present services and maintaining the Property in a physical state substantially similar to that as existed as of the Effective Date; (ii) not sell, mortgage, encumber or otherwise transfer or dispose of all or any part of the Property or any interest therein or; (iii) not consent or otherwise take any action with respect to zoning or any other governmental rules or regulations applicable to all or any part of the Property or take any action that would make Seller's representations and warranties set forth herein to be untrue or incorrect in any material respect (provided that representations or warranties which are already conditioned by materiality shall be true and correct in all respects); (iv) perform, when due, all of Seller's obligations under the Service Contracts, and Permits affecting the Property, (v) without Purchaser's prior written consent, which may be withheld or granted in Purchaser's sole discretion, not enter into any new Service Contract that is not terminable prior to or as of the Closing Date; (vi) not increase or decrease the rents or any other fees charged to tenants; (vii) comply with all laws, ordinances, rules and regulations of any government, or any agency, and all agreements, covenants, conditions, easements and restrictions relating to the Property and renew all Permits prior to their expiration; (viii) maintain in full force and effect all insurance coverages for the Property in effect as of the Effective Date; (ix) promptly pay all taxes and assessments in full as they become due and payable; and (x) promptly provide to Purchaser copies of all notices received or given by Seller with respect to any governmental or quasi-governmental authority having jurisdiction over the Property.

6.2 Service Contracts. Not later than the Due Diligence Approval Deadline, Purchaser shall be entitled to deliver a written notice to Seller (which written notice may be via e-mail) setting forth such Service Contracts that Purchaser elects, in its sole discretion, to assume at Closing, whereupon at Closing, Seller shall assign such Service Contracts to Purchaser pursuant to the Assignment and Assumption Agreement (as defined below). If Purchaser does not provide such written notice to Seller with its election to assume certain Service Contracts, Purchaser shall be deemed to have elected to have all Service Contracts terminated by Seller and Seller shall be responsible for satisfying or otherwise terminating all such Service Contracts (all at Seller's sole cost, expense, and liability, including any fee or other compensation that may be due thereunder as a result of such termination). Notwithstanding anything contained herein to the contrary, Seller agrees to cause Seller's existing sales and property management agreements to be terminated effective as of the Closing Date, if any.

6.3 Notice to Purchaser. In the event that any fact, event or condition occurs that would cause any of Seller's representations and warranties set forth in Article 5 to be untrue or incorrect in any material respect, Seller shall promptly notify Purchaser in writing of such fact, event or condition (each a "**Disclosure Notice**") and Purchaser, as its sole and exclusive remedy, shall have the option to terminate this Agreement by written notice to Seller within ten (10) days of receiving Seller's Disclosure Notice. Nothing in this Section 6.3 shall relieve Seller of its obligations under Section 6.1(iii) above.

ARTICLE 7 CONDITIONS PRECEDENT TO CLOSING

7.1 Purchaser's obligation to purchase the Property is subject to satisfaction on or before the Closing Date of the following conditions, any of which may be waived in writing by Purchaser in Purchaser's sole and absolute discretion: (i) Seller shall have performed all covenants of Seller under this

Agreement; (ii) subject to any Disclosure Notice that Seller may provide, all representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Effective Date and on the Closing Date; (iii) there shall have been no material adverse changes in the physical or economic condition of the Property from the Effective Date to the Closing Date; (iv) intentionally deleted; (v) Seller shall have provided to Purchaser with a then current certified Rent Roll that does not disclose rent for the entire Property more than 15% less than the gross rent shown on the Rent Roll attached hereto as Schedule 5; and (vi) there shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against Seller, or the Property. If any condition precedent to Closing is not satisfied (or waived in writing by Purchaser in Purchaser's sole and absolute discretion) on or before the Closing Date, then Purchaser may terminate this Agreement on the Closing Date whereupon neither party shall have any further rights or obligations hereunder (other than any obligations of either party that expressly survive termination) and the Deposit shall be promptly returned to Purchaser, unless such failure of a condition is due to a default by Seller, whereupon Purchaser shall have all rights and remedies set forth in Section 10.1. Notwithstanding the foregoing to the contrary, in the event Purchaser has not bound, in each case on terms and conditions which are commercially reasonable, a binding general liability insurance policy, excess liability Insurance policy, wind, fire and flood property insurance policy, Purchaser shall have the right to extend the Closing Date for no more than four (4) Business Days to bind such policies by providing Seller with written notice of the same.

7.2 Seller's obligation to sell the Property is subject to satisfaction on or before the Closing Date of the following conditions, any of which may be waived in writing by Seller in Seller's sole and absolute discretion: (i) Purchaser shall have performed all covenants of Purchaser under this Agreement; and (ii) all representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects (except to the extent such representation and warranty was modified by materiality, in which event, such representation and warranty shall be true and correct in all respects) as of the Effective Date and on the Closing Date. If any condition precedent to Closing is not satisfied (or waived in writing by Seller in Seller's sole and absolute discretion) on or before the Closing Date, then Seller may terminate this Agreement on the Closing Date, whereupon neither party shall have any further rights or obligations hereunder (other than any obligations of either party that expressly survive termination) and the Deposit shall be promptly returned to Purchaser, unless such failure of a condition is due to a default by Purchaser, whereupon Seller shall have all rights and remedies set forth in Section 10.1.

ARTICLE 8 CLOSING

8.1 **Closing Date.** The Closing shall take place on such date that is thirty-five (35) days after the Due Diligence Approval Deadline, or such other date as the parties may mutually agree to in writing (the "**Closing Date**"), which Closing shall occur by means of an escrow closing through each party's attorneys with the concurrent delivery and exchange of closing documents through such escrow, and without the parties being physically present at the offices of Title Company to exchange closing documents through such escrow to be conducted by the Title Company.

8.2 **Seller's Obligations at the Closing.** At the Closing, Seller shall: (a) deliver to the office manager Laurel all keys in the possession or subject to the control of Seller; (b) pay all costs allocated to Seller pursuant to Section 8.4; and (c) shall execute, acknowledge (if necessary) and deliver originals of the following documents to Title Company: (1) a special warranty deed conveying fee simple title of the Real Property to Purchaser, subject only to matters of public record without reimposition of the same (and specifically excluding any Mandatory Cure Items), in the form attached hereto as Exhibit B (the "**Deed**");

(2) a bill of sale vesting in Purchaser, good and marketable title to all Personal Property, free and clear of all liens and encumbrances, except liens for taxes that are not yet due and payable, in the form attached hereto as Exhibit C (the “**Personal Property Bill of Sale**”); (3) an assignment and assumption agreement (the “**Assignment and Assumption Agreement**”) assigning to Purchaser, Permits (but only to the extent lawfully assignable), Intangibles, and such Service Contracts that Purchaser elects to assume (if any) in accordance with Section 6.2 hereof, which Assignment and Assumption Agreement shall have attached thereto as an exhibit a certified true and correct copy of the most recent Rent Roll available in the form attached hereto as Exhibit D; (4) a Certificate of Non-Foreign Status in customary form (the “**FIRPTA**”), in the form attached hereto as Exhibit E; (5) a form letter notifying tenants of the conveyance of the Property to Purchaser and advising them that, following the Closing Date, all future payments of rent are to be made to Purchaser or at Purchaser’s direction, in the form attached hereto as Exhibit F; (6) a settlement statement in customary form prepared by the Title Company showing all of the payments, adjustments and prorations provided for in this Agreement and otherwise agreed upon by Seller and Purchaser (the “**Settlement Statement**”); (7) such conveyancing, transfer tax forms or returns as required by applicable law, if any, in connection with the conveyance of the Property; (8) a certificate stating that, subject to any Disclosure Notice that Seller may provide, each of Seller’s representations and warranties contained in this Agreement are true and correct as of the Closing Date in all material respects, in the form attached hereto as Exhibit G; (9) an owner’s affidavit to remove all standard exceptions, in the form attached hereto as Exhibit H; (10) such evidence as may be reasonably required by the Title Company with respect to the authority of the person(s) executing the Deed and the other documents required to be executed by such party; and (11) such other customary documents or instruments as may be reasonably necessary as reasonably determined by Title Company to carry out the purposes of this Agreement.

8.3 Purchaser’s Obligations at the Closing. At the Closing, Purchaser shall do, or cause to be done, the following: (a) Purchaser shall execute, acknowledge (if necessary) and deliver electronically executed copies (or originals with respect only to such items in clause (3) below, to the extent such originals are required by applicable state and local law) of the following documents: (1) the Assignment and Assumption Agreement; (2) the Settlement Statement; (3) such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of the Property; (4) such evidence as may be reasonably required by the Title Company with respect to the authority of the person(s) executing the documents required to be executed by Purchaser; and (5) such other documents or instruments as may be reasonably necessary as reasonably determined by the Title Company to carry out the purposes of this Agreement; and (b) pay the Purchase Price in accordance with Article 2, as adjusted in accordance with the provisions of this Agreement. At Closing, Purchaser shall pay to Title Company, and Title Company shall pay to Seller, a sum equal to the remaining portion of the Purchase Price (subject to the credits, prorations and adjustments provided hereby) via wire transfer of immediately available federal funds to an account designated by Seller in a written notice to the Title Company delivered prior to the Closing Date, such notice to contain all information necessary for the Title Company to effectuate such transfer.

8.4 Costs and Adjustments at Closing.

8.4.1 Expenses. Seller and Purchaser shall each pay one-half of any closing or escrow fees of the Title Company up to \$750.00. Seller shall pay (i) all costs of transfer taxes or documentary stamps required to be affixed to the deed of conveyance, (ii) all costs and fees for Seller’s representatives and consultants and all costs for Removal of any Mandatory Removal Items, (iii) all sums apportioned or prorated to Seller under Sections 8.4.2 or 8.4.3 below, and (iv) any commission due to the Seller’s Broker pursuant to a separate written agreement. Purchaser shall pay (i) the cost of recording the Deed, (ii) all of Purchaser’s due diligence studies and investigations and all costs associated with Purchaser’s financing of its purchase of the Property, (iii) all costs and fees for title examination, title insurance and related title company charges, (iv) any costs associated with the Survey of the Property ordered by Purchaser (if any)

,(v) all financing costs and fees and related mortgage recording fees and all taxes attributable to any such financing or mortgage, (vi) all fees in connection with a 1031 Exchange, if any, and (vii) all sums apportioned or prorated to Purchaser under Sections 8.4.2 or 8.4.3 below. Seller and Purchaser shall each pay their respective attorneys' fees.

8.4.2 Apportionment. All income and ordinary operating expenses for or pertaining to the Property, including real property taxes for the tax year that the Closing occurs (the "**Current Tax Year**"), utility charges, maintenance, service charges, and license fees, shall be prorated as of 12:01 am (Eastern time) on the Closing Date on the basis of actual bills thereof, if available. If such bills are not available, then such expenses shall be prorated on the basis of the most currently available bills and thereafter, promptly re-prorated after Closing upon the availability of actual bills for the period. Any errors in the calculation of apportionments shall be corrected or adjusted, and paid, as soon as practicable (but not more often than monthly) after the Closing Date. Seller and Purchaser shall cooperate in good faith and act reasonably after Closing to make final determinations of the various items prorated under this Agreement. Within six (6) months following the Closing, there shall be a final reconciliation of the remaining proration adjustments immediately followed by Seller or Purchaser making an adjustment payment to the other to reflect such reconciliation.

8.4.3 Rents. All rents, percentage rents, common area charges, real estate taxes and other costs or charges paid by tenants pursuant to the Rent Roll attached as Schedule 5 shall be prorated as of the Closing Date, to the extent actually collected by Seller. With respect to any rent or charges that are delinquent prior to Closing, Seller shall have no right to pursue tenants for delinquent rent from and after Closing. For ninety (90) days after the Closing, Purchaser shall use reasonable efforts to collect any delinquent rent amounts due and shall promptly remit to Seller any rent or payments for any charges received by Purchaser subsequent to Closing that are attributable to periods prior to Closing; provided, however, that such amounts received from tenants after Closing shall be applied in the following order of priority: (i) first to amounts due for any period following the calendar month that the Closing occurred until the tenant under such Prospectus or RV Policies is current with respect to all amounts payable after the Closing Date; (ii) second to the calendar month that the Closing occurred and such amounts shall be prorated, and (iii) third to the period prior to the month that the Closing occurred. Seller shall promptly remit to Purchaser any rent or payments for any charges received by Seller or its agents subsequent to Closing.

8.4.4 Survival. The provisions of this Section 8.4, including all of the parties' obligations hereunder, shall survive Closing.

ARTICLE 9 DAMAGE AND CONDEMNATION

9.1 Risk of Loss. Until the Closing, all risk of loss of, or damage to, or destruction of, the Property (whether by fire, flood, tornado or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by the Seller.

9.2 Casualty. In the event of damage to or destruction of all or any portion of the Property by fire or other casualty, Seller shall promptly notify Purchaser of the nature and extent of such damage or destruction, and the amount, if any, of insurance proceeds that are or may be available to make such repairs or restoration, once such information is known to Seller. In the event (a) the cost to repair or reconstruct the damage caused by fire or other casualty to the Property (the "**Repair Cost**") does not exceed One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) in the reasonable estimation of Seller, then this Agreement shall remain in full force and effect. If such damage or destruction has not been repaired to the reasonable satisfaction of Purchaser prior to Closing, Seller shall assign to Purchaser any and all

claims for the insurance proceeds of such damage or destruction of the Property and credit Purchaser with any deductible therefor, and Purchaser shall take title to the Property with the assignment of such proceeds not utilized to make repairs and subject to such damage or destruction with no reduction of the Purchase Price other than the deductible. If Seller reasonably estimates that the Repair Cost exceeds One Hundred Fifty Thousand and No/100ths Dollars (\$150,000), Purchaser shall have the option to terminate this Agreement by delivering written notice to Seller within ten (10) days after Purchaser's receipt of written notice from Seller advising of the estimated Repair Cost, which notice Seller agrees to give as promptly as reasonably possible. If Purchaser does not elect to terminate, this Agreement shall remain in full force and effect, and if such damage or destruction has not been repaired to the reasonable satisfaction of Purchaser prior to Closing, Seller shall assign to Purchaser any and all claims for the insurance proceeds of such damage or destruction of the Property and credit Purchaser with any deductible therefor, and Purchaser shall take title to the Property with the assignment of such proceeds not utilized to make repairs and subject to such damage or destruction with no reduction of the Purchase Price other than the deductible.

9.3 Eminent Domain. In the event of an eminent domain taking or the issuance of a notice of an eminent domain taking with respect to all or any portion of the Property prior to the Closing, Purchaser shall have the option to terminate this Agreement by delivering written notice to Seller within ten (10) days after Purchaser's receipt of written notice from Seller advising of such taking or proposed taking, which notice Seller hereby agrees to give promptly upon receipt of notice of such taking or proposed taking. If Purchaser shall elect not to exercise its right to terminate this Agreement, Purchaser shall be obligated to consummate this transaction for the full Purchase Price (subject to the other provisions of this Agreement) and Purchaser shall be entitled to receive all eminent domain awards and, to the extent the same may be necessary, Seller shall assign to Purchaser at Closing Seller's rights to any claims or awards.

ARTICLE 10 REMEDIES

10.1 Seller Default. Excluding a failure or refusal to consummate the sale of the Property to Purchaser on the Closing Date and any intentional, fraudulent or willful conduct on the part of Seller in violation of this Agreement, if Seller breaches or defaults in the performance of any covenant or agreement under this Agreement or, if, subject to any Disclosure Notice that Seller may provide, any of Seller's representations and warranties contained in this Agreement should be false in any material respect (except to the extent such representation and warranty is modified by materiality, in which event, such representation and warranty shall be true and accurate in all respects) as of the Effective Date or the Closing Date, Purchaser shall notify Seller in writing specifying in reasonable detail the specific covenants and agreements that Seller is in breach or default of and/or the specific representations and warranties that are false and, thereafter, Seller shall have ten (10) days to cure any such breach, default and/or false representation and warranty. If Seller does not cure all such breach(es), default(s) and/or false representation(s) and warrant(ies), Purchaser shall notify Seller in writing and may elect, as its sole remedy, either to (a) terminate this Agreement, obtain the prompt reimbursement of the Deposit following Purchaser's delivery to Seller of the Purchaser Due Diligence Documents and Purchaser's delivery to Seller and Title Company of the Termination Certificate and recover from Seller reimbursement for all costs and expenses incurred by Purchaser relating to this Agreement (including attorneys' fees incurred in connection with the negotiation of this Agreement) and its due diligence investigations of the Property up to an absolute maximum cap of One Hundred Thousand and No/100ths Dollars (\$100,000.00) as liquidated damages and not as penalty in full satisfaction of claims against Seller hereunder, whereupon Purchaser and Seller shall have no further obligations or liabilities under this Agreement except for the obligations that expressly survive the termination of this Agreement, (b) file an action within thirty (30) days of the Closing Date for specific performance to consummate the sale of the Property in accordance with the terms of this Agreement and to execute and deliver the documents required to convey the Property to Purchaser in accordance with this Agreement, or (c) waive said failure, default or breach and proceed to Closing. Seller and Purchaser

agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the remedies set forth above in subsection (i), plus any fees and costs awarded pursuant to Section 13.7 below and prejudgment and post judgment interest, if applicable, is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain. If the remedy for specific performance is not available to Purchaser because Seller has sold the Property, then Purchaser shall have all rights and remedies at law or in equity. If, after Closing, (x) Seller is in breach or default of any of its obligations or agreements under this Agreement, including any obligations or agreements under the closing documents, or (y) subject to any Disclosure Notice that Seller may provide, any of Seller's representations and warranties contained in this Agreement or in any of the closing documents should be false in any material respect, then Purchaser shall be entitled to exercise any and all rights and remedies at law or in equity. Notwithstanding the foregoing, the parties agree that all representations and warranties of Seller set forth in this Agreement or in any closing document shall expire on the six (6) month anniversary of the Closing Date. In no event shall Seller be liable for any consequential, punitive, or special damages arising under this Agreement.

10.2 Purchaser Default. Excluding a failure or refusal to consummate the purchase of the Property from Seller on the Closing Date and any fraudulent or willful conduct on the part of Purchaser in violation of this Agreement, if Purchaser breaches or defaults in the performance of any covenant or agreement under this Agreement or, if any of Purchaser's representations and warranties contained in this Agreement should be false in any material respect as of the Effective Date or the Closing Date, Seller shall notify Purchaser in writing specifying in reasonable detail the specific covenants and agreements that Purchaser is in breach or default of and/or the specific representations and warranties that are false and, thereafter, Purchaser shall have ten (10) days to cure any such breach, default and/or false representation and warranty. If Purchaser does not cure all such breach(es), default(s) and/or false representation(s) and warrant(ies), Seller shall notify Purchaser in writing and may elect, as its sole remedy, to terminate this Agreement and recover the Deposit as liquidated damages and not as penalty in full satisfaction of claims against Purchaser hereunder and, following Purchaser's delivery to Seller of the Purchaser Due Diligence Documents and Purchaser's delivery to Seller and Title Company of the Termination Certificate, Purchaser and Seller shall have no further obligations or liabilities under this Agreement except for the obligations that expressly survive the termination of this Agreement. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Deposit, plus any fees and costs awarded pursuant to Section 13.7 below and prejudgment and post judgment interest, if applicable, is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain. If, after Closing, (x) Purchaser is in breach or default of any of its obligations or agreements under this Agreement, including any obligations or agreements under the closing documents, or (y) any of Purchaser's representations and warranties contained in this Agreement or in any of the closing documents should be false in any respect, then Seller shall be entitled to exercise any and all rights and remedies at law or in equity. Notwithstanding the foregoing, the parties agree that all representations and warranties of Purchaser set forth in this Agreement or in any closing document shall expire on the six (6) month anniversary of the Closing Date. In no event shall Purchaser be liable for any consequential, punitive, or special damages arising under this Agreement.

ARTICLE 11 BROKERAGE COMMISSION

Seller and Purchaser each represent and warrant that, except as hereinafter set forth, neither of them has employed any broker in carrying on the negotiations, or had any dealings with any broker, relating to this Agreement. Seller shall be fully responsible for any commission due to Yale Realty & Capital Advisors ("**Seller's Broker**") in accordance with the provisions of a separate commission agreement. Seller shall indemnify and hold Purchaser harmless, and Purchaser shall indemnify and hold Seller harmless, from and

against any claim or claims for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty by the respective party. This Article 11 shall survive the Closing.

ARTICLE 12 NOTICES

All notices, demands and requests that may be given or that are required to be given by either party to the other party under this Agreement must be in writing. All notices, demands, requests or other communications required or permitted to be given hereunder must be sent (i) by United States certified mail, postage fully prepaid, return receipt requested; (ii) by hand delivery; (iii) by United Parcel Service or a similar internationally recognized overnight courier service; or (iv) by electronic mail with a confirmation copy delivered by another method set forth in this Article 12. All such notices, demands, requests or other communications shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day that is not a Business Day or is required to be delivered on or before a specific day that is not a Business Day, the day of receipt or required delivery shall automatically be extended to the next Business Day. The addresses for proper notice under this Agreement are as follows:

<i>As to Seller:</i>	Northgate Mobile Ranch, LLC 3277 1 st Avenue Mims, FL 32754 Attn: Lester E. Grooms, Jr. Email: lgrooms1@brighthouse.com
<i>With a concurrent copy to:</i>	WhiteBird, PLLC 2101 Waverly Place Melbourne, FL 32901 Attn: Bradley F. White, Esq. Email: bwhite@whitebirdlaw.com
<i>As to Purchaser:</i>	Parakeet Acquisitions LLC 3191 Grand Avenue, #331774 Miami, Florida 33133 Attention: Jon Wyss Email: jon@parakeetcommunities.com
<i>With a concurrent copy to:</i>	Paul Hastings LLP 2050 M Street N.W. Washington D.C. 20036 Attn: Brian E. Ashin, Esq. Email: brianashin@paulhastings.com
<i>As to Title Company:</i>	Chicago Title Insurance Company 1901 Pennsylvania Avenue, NW, Suite 201 Washington, DC 20006 Attn: Matt Barlow Email: matt.barlow@ctt.com

Either party may from time to time by written notice to the other party designate a different address for notices. All notices by either party's counsel given as aforesaid shall constitute valid notice for all purposes

of this Agreement. Notices sent to or from an address outside of the continental United States shall be sent only by one of the methods specified in clauses (ii), (iii) or (iv) of this Article 12.

ARTICLE 13 MISCELLANEOUS

13.1 Entire Agreement; Joint and Several. This Agreement embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties and supersedes all prior agreements and undertakings. If Seller is comprised of more than one person or entity, each such person or entity shall be jointly and severally liable under this Agreement.

13.2 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Real Property is located, without regard to the choice of law rules thereof that would result in the application of the laws of another jurisdiction. Any claim, action, suit, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the United States District Court or the state courts located in the county where the Real Property is located, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom in any such claim, action, suit, or proceeding) and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit, or proceeding in any such court or that any such claim, action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum.

13.3 Rules of Construction. Seller and Purchaser have each been represented by counsel in the negotiations and preparation of this Agreement; therefore, this Agreement will be deemed to be drafted by both Seller and Purchaser, and no rule of construction will be invoked respecting the authorship of this Agreement, and no inference in favor of or against a party with respect to this Agreement may be drawn from the fact that the party drafted this Agreement. The terms "include", "including" and similar terms are construed as if followed by the phrase "without limitation." The term "Property" is to be construed as if followed by the phrase "or any part thereof." The singular of any word includes the plural, and the plural includes the singular. The use of any gender includes all genders. The terms "person", "party" and "entity" include natural persons, firms, partnerships, limited liability companies and partnerships, corporations and any other public or private legal entity. The term "provisions" includes terms, covenants, conditions, agreements and requirements. The term "amend" includes modify, supplement, renew, extend, replace, restate and substitute and the term "amendment" includes modification, supplement, renewal, extension, replacement, restatement and substitution. Reference to any specific law or to any document or agreement includes any future amendments to or replacements of the law, document or agreement, as the case may be.

13.4 Severability. If any one or more of the provisions contained in this Agreement (except the provisions relating to Seller's obligations to convey the Property and Purchaser's obligation to pay the Purchase Price, the invalidity of either of which shall cause this Agreement to be null and void) are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein; provided, however, that the parties hereto shall endeavor in good faith to rewrite the affected provision to make it (i) valid, and (ii) consistent with the intent of the original provision.

13.5 Time of Essence. Time is of the essence in the performance of this Agreement.

13.6 Business Day. As used in this Agreement "**Business Day**" means any day that business is generally transacted by banks in the state where the Real Property is located. If the final date of any period that is set out in this Agreement falls upon a day that is not a Business Day, then, and in such event, the time of such period will be extended to the next Business Day.

13.7 Attorneys' Fees and Costs. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including reasonable attorneys' fees, incurred in connection with such claims. The provisions of this Section 13.7 shall survive the Closing.

13.8 Counterparts. This Agreement and any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one Agreement (or amendment, as the case may be). The use of electronic signatures (including DocuSign) and electronic records (including any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law. The parties hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature and hereby agree that such electronically transmitted or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Agreement.

13.9 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND PURCHASER HEREUNDER, SELLER'S OR PURCHASER'S OWNERSHIP OR USE OF THE PROPERTY, AND/OR ANY CLAIMS OF INJURY OR DAMAGE RELATED TO THE PROPERTY. THE PROVISIONS OF THIS SECTION 13.9 SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

13.10 No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser and Purchaser's permitted assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

13.11 Exculpation. Notwithstanding anything to the contrary contained in this Agreement, no direct or indirect partner, officer, director, shareholder, employee, agent, manager, member or partner of either party (or any officer, director, agent, advisor, representative, member, investor, manager, personal representative, trustee or employee of any such direct or indirect partner, member or shareholder) shall have any personal liability with respect to any of the obligations contained in this Agreement. No personal judgment shall be sought or obtained from any of the foregoing in connection with this Agreement. The provisions of this Section 13.11 shall survive any earlier termination of this Agreement and the Closing.

13.12 Exclusivity. From and after the Effective Date, neither Seller nor any of its employees, representatives, agents, or affiliates shall, directly or indirectly, offer the Property (or any portion thereof) for sale, negotiate, solicit, or entertain any offers to purchase the Property (or any portion thereof), accept any other offers for the purchase and sale of the Property (or any portion thereof), or solicit any bids or indications of interest, or initiate or otherwise participate in any negotiations or discussions with any person or entity other than Purchaser, unless and until this Agreement is terminated as provided herein.

13.13 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional material liability or material out-of-pocket expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transaction contemplated by this Agreement or to further perfect the conveyance, transfer and assignment of the Property to Purchaser. This Section 13.13 shall survive the Closing.

13.14 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except for an assignment as permitted pursuant to this Section 13.14 or Section 13.18, neither party shall have the right to assign this Agreement without the prior written consent of the other, which consent may be granted or withheld in the sole and absolute discretion of the party whose consent has been requested; provided, however, that, Purchaser shall have the right to assign its interest in this Agreement to any entity controlled by, controlling, or under common control with Purchaser, including, without limitation, the right to purchase any portion or parcel of the Property, as identified by Purchaser at any time prior to the Closing Date, to any partner(s) or affiliate(s) of Purchaser, or to any entity that is owned in whole or in part by Purchaser, provided that no assignment shall relieve the Purchaser of any obligations hereunder or cause any release of the Deposit.

13.15 Confidentiality. Neither party will disclose this Agreement, any information about the Property discovered during the course of the investigations, inspections and tests contemplated by Section 4.1 above or any dealings pertaining to the transaction contemplated by this Agreement to any person or entity, including, but not limited to, any governmental or quasi-governmental authority, except for its Representatives (as defined below) on a need-to-know basis without the express written consent of the other party. As used herein, the term "**Representatives**" means any person, its and their directors, officers, employees, agents, partners, members, prospective or existing investors or lenders with respect to the Property and advisors (including financial advisors, counsel, consultants and accountants). This Section 13.15 shall survive any earlier termination of this Agreement and the Closing.

13.16 1031 Exchange. Seller and Purchaser agree to take any and all actions reasonably requested by Seller and/or Purchaser to enable Seller and/or Purchaser, or its assigns, to effect a like kind exchange or similar transaction pursuant to Section 1031 of the Internal Revenue Code (a "**1031 Exchange**"), provided that (a) the Closing shall not be delayed or affected by reason of the 1031 Exchange nor shall the consummation or accomplishment of the 1031 Exchange be a condition precedent or condition subsequent to the exchanging party's obligations under this Agreement; (b) the exchanging party shall effect its 1031 Exchange through an assignment of its rights (but not its obligations) under this Agreement to a qualified intermediary; (c) neither party shall be required to take an assignment of the purchase agreement for the relinquished or replacement property or be required to acquire or hold title to any real property for purposes of consummating the 1031 Exchange desired by the other party; (d) the non-exchanging party shall not be required to agree to or assume any covenant, obligation or liability in connection with the 1031 Exchange; and (e) the exchanging party shall pay any additional costs that would not otherwise have been incurred by the non-exchanging party had the exchanging party not consummated the transaction through a 1031 Exchange. Neither party shall by this Agreement or acquiescence to a 1031 Exchange desired by the other party have its rights under this Agreement affected or diminished in any manner or be responsible for compliance with or be deemed to have warranted to the exchanging party that its 1031 Exchange in fact complies with Section 1031 of the Internal Revenue Code.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

PURCHASER:

PARAKEET ACQUISITIONS LLC,
a Florida limited liability company

DocuSigned by:
By: Jonathan Wyss
5F2C638B214141D...
Jonathan Wyss, Authorized Signatory

SELLER:

NORTHGATE MOBILE RANCH, LLC,
a Florida limited liability company

DocuSigned by:
By: Lester Grooms
CBD18380D90944B...
Name: Lester E. Grooms, Jr.
Title: Manager

BOVINE FARM PASTURE, INC.

DocuSigned by:
By: Lester Grooms
CBD18380D90944B...
Name: Lester E. Grooms, Jr.
Title: President

JOINDER BY TITLE COMPANY

Title Company hereby covenants and agrees to be bound by the terms of this Agreement that are applicable to Title Company.

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

PURCHASER:

PARAKEET ACQUISITIONS LLC,
a Florida limited liability company

By: _____
Jonathan Wyss, Authorized Signatory

SELLER:

NORTHGATE MOBILE RANCH, LLC,
a Florida limited liability company

By: _____
Name: Lester E. Grooms, Jr.
Title: Manager

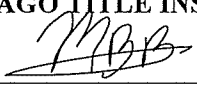
BOVINE FARM PASTURE, INC.

By: _____
Name: Lester E. Grooms, Jr.
Title: President

JOINDER BY TITLE COMPANY

Title Company hereby covenants and agrees to be bound by the terms of this Agreement that are applicable to Title Company.

CHICAGO TITLE INSURANCE COMPANY

By: 
Name: Matt Barlow
Title: National Commercial Counsel

Schedule 1
Prospectus and RV Policies

See attached.

NORTHGATE MOBILE HOME PARK

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF FIFTEEN (15) DAYS.

NORTHGATE MOBILE HOME PARK

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EXHIBIT D

USER FEE AGREEMENT

STORAGE FACILITY AGREEMENT

This Storage Agreement dated this _____ day of _____, by and between NORTHGATE MOBILE HOME PARK and _____ (Resident).

Park Owner hereby grants Resident the non-exclusive right or access to and use of a certain storage facility located at the Mobile Home Park for the purpose of storing the following items: _____

Resident agrees to pay a storage fee of ~~\$1 per foot~~ ^{always} per month, due on the first day of every month. The fee must be paid by the fifth day of the month or the stored item will be removed from the facility at home owner's expense without further notice. Resident's right to use of the storage facility shall commence on the date hereof and continue from month to month thereafter until the earlier of termination of Resident's residency at the mobile home park or the removal of the stored item from the storage facility.

Resident acknowledges that the storage facility is ^{always} not locked, that the storage facility is not patrolled or guarded, and that it is not the intention of the parties to create a bailment.

Resident agrees to conform to all of the Rules and Regulations of the mobile home park with respect to ownership, maintenance, use or storage of the item referred to above, and specifically acknowledges that nothing contained herein alters, amends, limits or waives any of the rules and regulations.

In consideration of Park Owner's grant of the non-exclusive use of the storage area, Resident hereby agrees to hold Park Owner, its officers, directors, partners, agents and servants and employees harmless from, and hereby releases any claim he or she may have against Park Owner, as the result of any damage (including, without limitation theft, vandalism, malicious mischief, fire, hail or windstorm damage) to Resident's property arising from or occurring while it is stored in or at the Mobile Home Park pursuant to this Agreement regardless of whether such loss or damage may have been caused or contributed to in full or in part by any act, error or omission of Park Owner or Park Owner's officers, directors, partners, agents, servants or employees. Resident further agrees to maintain property and liability insurance on all units stored at the Mobile Home Park pursuant to this Agreement.

Resident _____

Resident _____

PROSPECTUS

NORTHGATE MOBILE HOME PARK

I. NAME AND ADDRESS OF PARK

Northgate Mobile Home Park
3277 1st Avenue
Mims, Florida 32754

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the park owner's behalf:

3277 1st Avenue
Mims, Florida 32754

The owner and management of Northgate Mobile Home Park are referred to herein as "Park Owner".

III. PARK PROPERTY DESCRIPTION

A. Park Property and Lots

The number of mobile home lots in the park is 173. The size and shape of the lots in the park may vary. The approximate size of these lots is as follows:

<u>Approximate Dimension</u>		<u>Lots</u>
"C" Street	40' x 70'	3305, 3309, 3313
"C" Avenue	40' x 70'	3296, 3298, 3302, 3304, 3306, 3308, 3312, 3314, 3320
	55' x 70'	3294
1st Avenue	40' x 70'	3280, 3284, 3286, 3290, 3292, 3296, 3308, 3310, 3314, 3316, 3318, 3322
	55' x 70'	3276, 3301, 3319, 3324
	60' x 70'	3298, 3304
	34' x 67'	3313
	37' x 95'	3307
	77' x 35' x 67'	3317
	36' x 95' x 115' x 66'	3309
	54' x 54' x 35' x 66'	3311
	77' x 75' x 50' x 95'	3305
2nd Avenue	40' x 70'	3271, 3273, 3275-3277, 3279, 3281-3284, 3287, 3298, 3303-3306, 3309-3312, 3315-3320, 3322, 3324, 3326
	55' x 70'	3269, 3272, 3325, 3330
3rd Avenue	40' x 70'	3277-3280, 3283, 3284, 3286, 3303, 3304, 3308, 3310-3313, 3316-3321, 3324-3327, 3330-3332
	55' x 70'	3273, 3274, 3333, 3336
	60' x 70'	3285, 3307
4th Avenue	40' x 70'	3279-3282, 3285-3288, 3303, 3307, 3308, 3310-3313, 3317-3321, 3324-3327, 3330-3332
	55' x 70'	3275, 3276, 3333, 3336

(cont'd)	<u>Approximate Dimension</u>	<u>Lots</u>
5th Avenue	40' x 70'	3281, 3283, 3284, 3287-3290, 3303-3306, 3309-3312, 3315-3318, 3320, 3324, 3326, 3327
	55' x 70'	3277, 3282, 3330, 3331
	80' x 70'	3321
6th Avenue	40' x 70'	3285, 3289, 3303, 3305, 3309, 3311, 3315, 3317, 3319
	55' x 70'	3279, 3321

Please refer to Exhibit "A" for a visual representation of the park layout.

B. Setback and Minimum Separation Distance Requirements

There are several requirements of law with respect to how far each manufactured home within the Park must be set back from the borders of homesites and the distance that must be maintained from each manufactured home in the Park and its supporting facilities (such as, for example, a carport) to other manufactured homes, supporting facilities and structures in the Park.

Pursuant to Section 4A-42.005, Florida Administrative Code, the State Fire Marshal has adopted the code of the National Fire Protection Association. This code sets forth minimum separation distance requirements between manufactured homes as follows:

4-2.1 Fire Safety Separation Requirements

4-2.1.1 Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3 m) side to side, 8 ft. (2.4 m) end to side, or 6 ft. (1.8 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials that will provide a one-hour fire rating or the structures are separated by a one-hour fire-rated barrier. (See 4-4.1)

4-4 Accessory Building or Structure Fire Safety Requirements

4-4.1 Setback Requirements: Accessory buildings or structures shall be permitted to be located immediately adjacent to a site line where constructed entirely of materials that do not support combustion and provided that such buildings or structures are not less than 3 ft. (0.9 m) from an accessory building or structure on an adjacent site. An accessory building or structure constructed of combustible materials shall be located not closer than 5 ft. (1.5 m) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshal, the County of Brevard, Florida, has enacted certain zoning regulations controlling the setback and separation of mobile homes within the Park. That portion of the zoning regulation regarding setbacks and separation distances for non-conforming mobile home parks states the following: Replacement mobile homes and all extensions thereto shall be set back ten (10) feet from all other structures and mobile homes, twenty-five (25) feet from all public rights-of-way, three (3) feet from the pavement edges of private roads within the park and fifteen (15) feet from the property lines of the park. Where the private road is not paved, the three (3) foot setback shall be measured from the edge of the road as shown on the approved survey.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the Filing Date (the date this prospectus was filed with the Division of Florida Land Sales, Condominiums and Mobile Homes). Prospective home owners of the Community are advised to inquire with the above-referenced authorities with respect to these matters.

C. Lots Sharing Facilities

On the Filing Date, the maximum number of mobile home lots sharing the facilities of the park was 173. There are 100 recreational vehicle lots which also share the facilities, therefore, the total number of mobile home lots and recreational vehicle lots sharing the facilities of the park is 273.

IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the park are as follows:

A. Buildings

1. Clubhouse: The park has one clubhouse building located on 1st Avenue (See Exhibit A for location). The capacity of the clubhouse is 144 persons. The clubhouse contains the following rooms:

<u>Room</u>	<u>Intended Purpose</u>	<u>Approximate Floor Area</u>
Main Hall	Social gatherings, meetings, billiards	1,800 sq. ft.
Kitchen	Food Preparation	110 sq. ft.
Men's Room	Restroom	42 sq. ft.
Ladies' Room	Restroom	42 sq. ft.
Office	Park Management & operations only	138 sq. ft.
Screen Room	Social gatherings	900 sq. ft.

B. Swimming Pool(s)

The park has one swimming pool next to the clubhouse (see Exhibit A for location). The pool is approximately 50 ft. by 25 ft. in size and varies from approximately 3 ft. to approximately 8 ft. in depth. It is surrounded by a deck of approximately 1700 sq. feet. The pool has a capacity of 25 persons and is unheated.

C. Other Facilities and Permanent Improvements

In addition to the clubhouse and swimming pool, the Park has the following facilities that are available for use by Park residents:

1. One laundry facility of approximately 600 sq. ft. which contains 8 washers and 6 dryers.
2. Two shuffleboard courts.

D. Personal Property

The items of personal property available for use by the home owners include all personal property located in the clubhouse that is intended for the shared use of all residents such as: all furniture and entertainment items located in the kitchen, main hall, and pool room and in the outdoor pool area, but, not including the personal property intended solely for use in management of the Park such as items located in the manager's office.

E. Days and Hours of Operation

All recreational and common facilities will generally be open 7 days per week. The specific hours for each facility can be found in the Park Rules and Regulations. The Park Owner expressly reserves the right to alter the days and hours of operation in accordance with procedures described in the Park Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly by posting such notice on the affected facility.

F. Completion of Improvements

All facilities described in this Section IV have been completed as of the Filing Date. The Park Owner reserves the right from time to time to alter or change any of the above listed facilities and amenities by the removal, relocation or alteration of existing facilities and amenities or the construction of new facilities. No assurance is given that any of the foregoing facilities will remain available for the residents' use for any specified period after the Filing Date.

V. PARK MANAGEMENT AND MAINTENANCE

The Park Owner has exclusive rights to make decisions as necessary for park operation and management. The park will be managed by a Park Manager. The Park Manager's office is located in the clubhouse and will have posted days and hours of operation. Normal office hours are subject to change after 10 days written notice is given to all park residents. Notice of a change in hours will be deemed "given" when either: (1) hand delivered to the Tenant; or (2) placed in the U.S. Mail by either the Park Owner or its agent. All questions and problems concerning park operations should be directed to the Park Manager. Emergencies may be reported at any time.

The maintenance and operation of the park property is also the responsibility of the Park Manager. The Park Owner may from time to time employ private contractors for any repairs or maintenance the Park Owner deems necessary or appropriate to properly maintain the park. The Park Owner reserves the right, upon 90 days prior written notice to each mobile home owner, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the park.

In general, and except as expressly provided to the contrary in this prospectus, each owner of a mobile home in the park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

Mobile home owners must install the improvements listed below as a condition of their occupancy in the park. All plans must be approved in writing by the Park Manager prior to commencement of work. Additional information on the specific required improvements is available from the Park Manager. Only those improvements constructed in accordance with the approved plans will be authorized.

- A. Plumbing and electrical connections, along with normal mobile home set-up, must be provided by the mobile home owner at their own expense.
- B. Hurricane tie-downs must be completed prior to occupancy. The home owner is responsible for obtaining and paying for all permits and fees of any nature associated with the initial location and setup of the mobile home.
- C. Skirting
- D. Steps
- E. A fully sodded lawn.

Home owners assuming the remaining portion of a rental agreement as prescribed by Section 723.059(3), Florida Statutes, will be required to install the foregoing improvements to the mobile home they are purchasing from the original home owner. The assuming home owner will be required to install improvements subject to the same terms and conditions of the Prospectus as delivered to the initial recipient.

VII. UTILITIES AND OTHER SERVICES

<u>TYPE OF SERVICE</u>	<u>PERSON OR ENTITY FURNISHING SERVICE</u>	<u>MANNER PROVIDED</u>
Water Supply	Park	The charge for this utility is not included in lot rental amount. Water is provided by a private well via underground lines.
Sewage Disposal	Park	The charge for this utility is not included in lot rental amount. Sewage is disposed of by a park sewage treatment system.
Waste Disposal (trash & garbage collection)	Park	The charge for this utility is included in lot rental amount. Waste disposal is provided by curbside pick-up.
Cable TV		The charge for this utility is not included in lot rental amount. Cable T.V. is provided through the private lines of the cable company. Residents contract individually with the cable company for this service.
Electricity	Florida Power & Light Co.	The charge for this utility is not included in lot rental amount. Electricity is provided through private lines of the electric company. Residents contract individually with the electric company for this service.
Gas	Suburban Propane Co.	The charge for this utility is not included in lot rental amount. Gas is provided through private lines of the gas company. Residents contract individually with the gas company for this service.
Storm Drainage	Park	The charge for this utility is included in lot rental amount. Storm drainage is provided through natural runoff, crowned roads and gutters.

CHANGES TO UTILITIES AND OTHER SERVICES: The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged as of the Filing Date. The Park Owner reserves the right, upon 90 days prior

written notice to the owner of a mobile home in the park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the park. In addition, the mobile home owners within the park may be billed separately for utilities or services that are billed to the park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the park as of the Filing Date. The Park Owner may also include a separate charge for actual maintenance costs and an administrative charge for water distribution as authorized by Section 723.045, Florida Statutes, as amended. The Park Owner reserves the right to charge the home owners separately for any utility or service that is not presently provided in the Park as of the Filing Date.

Waste disposal, storm drainage costs, and electricity for common areas are included in lot rental amount as of the Filing Date. The Park Owner reserves the right, upon 90 days advance written notice, to cause each mobile home owner to be separately billed for these utilities or services either by installation of individual meters for each mobile home lot, by a pro rata share of the charges billed to the park, or by a combination of the two methods. See Section VIII, C for the method of computing pro rata shares.

VIII. INCREASES IN RENT AND OTHER CHARGES

LOT RENTAL AMOUNT

The following is a list of all financial obligations, except user fees, which are required as a condition of tenancy. This includes all fees, pass-through charges, assessments, government or utility charges and any other financial obligations of the home owner to the Park Owner relating to the tenancy.

A. Base Rent

The base rent for your lot is \$_____ per month. The initial term of this rental agreement shall run from _____, 19____ to _____, 19_____.

B. Special Use Fees

Special use fees that the mobile home owner will be responsible for include:

1. Investigation/
Credit Check Fee: \$_____ Due at the time of application, this one-time charge will cover costs for determining eligibility, including credit worthiness, of any applicant for residency in the park. This fee will be charged by the park owner, as allowed by law, in qualifying a prospective tenant in the park.

2. Entrance Fee: \$ 100.00 A one-time entrance fee is imposed on all new mobile home placement in the park in accordance with Section 723.041, Florida Statutes.
3. Late Payment Fee: \$ 20.00 Due on lot rental amount payments received after the 5th day of the month.
\$ _____ Additional per day delinquency charge due on lot rental amount payments received after the 5th day of the month.
4. Returned Check Fee: \$ 20.00 Due per check on tenant's checks not honored by a financial institution.
5. Pet Fee: \$ 10.00 Per pet per month.
6. Guest Fee: \$ 15.00 Per month for guests remaining in excess of fifteen (15) consecutive days or more than thirty (30) days in one year.
7. Vehicle Towing Fee: \$ 25.00 If the park owner is required to remove an unauthorized or illegally parked vehicle(s), Tenant will be charged the actual amount charged by the tow truck operator, including any storage charges.
8. Special Service Fee: \$ _____ Per service call or \$ 15.00 per worker/hour for any repair, maintenance or service performed by the park which was caused by Tenant's failure to comply with park rules. (See Rules).
9. Taxes: \$ _____ All taxes of any nature required to be paid now or in the future by any governmental entity. Such taxes shall be in addition to the base rent.

10. Water and Sewer Fee: \$ 21.34 A separate monthly charge for maintenance and administration of the water system.
11. Water and Sewer ^{1.39 th.}
Usage Fee: \$ 1.06 Sew. Based upon actual consumption. This fee is collected on a bi-monthly basis.

C. Pass-through Charges

The mobile home owner will be responsible for payment of pass-through charges which is the home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a home owner by the total number of leased mobile home spaces in the park.

D. Government or Utility Charges

The Park Owner may charge the home owners for any costs incurred and caused by any state, federal, or local government or utility company. The Park Owner may pass on, at any time during the term of the lot rental agreement, certain government and utility charges subject to the requirements of Chapter 723, as amended. If charged for separately, these allowable "pass on" charges will not be otherwise collected in the remainder of the lot rental amount. The "pass on" charges may be assessed more often than annually and will be assessed to the mobile home owner on a metered basis, based on actual usage, or on a pro rata basis. (See Section VIII, C for the method of computing pro rata shares.)

E. Generally

The costs of all other services required by the home owner are solely the home owner's responsibility.

The dollar amounts set above represent only the amounts charged for each rental category on the Delivery Date (the date upon which the prospectus is delivered to the tenant). As disclosed in this Prospectus, such amounts are subject to increase.

Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Park Owner on the Delivery Date. The amount of those charges may be increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Park Owner's right to collect from the mobile home owner any damages that the Park Owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on park property by the mobile home owner.

INCREASES IN LOT RENTAL AMOUNT

The manner in which lot rental amount will be increased is as follows:

1. **Definitions.** As used in this Section VIII:
 - a. "Lot rental amount" means all financial obligations, except user fees, which are required as a condition of the tenancy.
 - b. "Special use fee" means those separately itemized amounts for specific services or privileges which are charged in addition to base rent, including, but not limited to, such charges as guest fees and entrance fees.
 - c. "Pass-through charge" means the mobile home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities.
 - d. "User fees" means those amounts charged in addition to the lot rental amount for non-essential optional services provided by or through the park owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.
 - e. "Pass-on charge" means utility charges and ad valorem property taxes and such other charges as may be later defined as pass-on charges by the Florida Statutes. Pass-on charges represent these items or increases in these items that may be noticed and collected during the term of the lot rental agreement, provided that such items are not otherwise being collected in the remainder of the lot rental amount. (See VIII, D).
2. **Notice of Increase.** The mobile home owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase. Notice of a rental increase will be deemed "given" when either: (1) hand delivered to the home owner; or (2) placed in the U.S. Mail by either the Park Owner or its agent.
3. **Lot Rental Amount Increase.** An increase in one or more of the following factors may result in an increase in the home owner's lot rental amount, user fees,

or other charges:

- a. "Increased costs" which refers to any increases experienced by the Park Owner since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of the ownership, operation and management of the Community. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but are not necessarily limited to: (1) costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal; (2) property taxes and special assessment and levies; (3) insurance premiums; (4) the cost of general repairs; (5) the cost of janitorial, security, cleaning, window washing and pest control; (6) the cost of redecorating, renovating and landscaping the common facilities or areas in the Community, and of striping, patching and repairing any roadways, vehicular parking areas or storage areas in the Community; (7) the cost of providing heating, ventilating and air-conditioning services to any recreational building or other common area or facility in the Community; (8) reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Community; (9) management fees paid in connection with the operation and management of the Community, including any such fees paid to Park Owner or any affiliate of Park Owner; (10) the cost of capital improvements or major repairs made in or for the benefit of the Community, and the funding of any reserves for capital improvements or repairs; and, (11) license fees, permit fees and other fees and charges payable to the state of Florida or any agency or municipality thereof.
- b. "Prevailing Market Rent" refers to the lot rental amount imposed in manufactured home communities which are comparable to this Community, and the lot rental amount willingly paid from time to time by new residents of this Community. A community will be deemed comparable if it is located in the same general vicinity as this Community, and offers similar densities, facilities, amenities, services and/or management.
- c. "Prevailing Economic Conditions" refers to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental amount or any increase in the amount thereof. These factors may include, but are not necessarily limited to: (1) the costs attendant to the replacement of this Community in the economic environment existing at the time of any increase in the lot rental amount, including land acquisition costs, construction costs, and losses associated with the operation of a manufactured home Community prior to full occupancy, and the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable rate of return on the costs referred to in this clause; (2) the level

at which the lot rental amount must be established in order that the Park Owner will realize a reasonable return on the "Owner's Equity;" for this purpose, the "Owner's Equity" refers to the fair market value of the Community from time to time, less existing mortgage indebtedness; (3) the level of interest rates and other financing charges associated with construction, interim and permanent financing; (4) the availability of alternative forms of real estate investments which, absent the lot rental amount increase in question, might reasonably be expected to yield a greater return on investment capital; (5) the levels of the Consumer Price Index, U.S. City Average - All Urban Consumers (1982-84 = 100) and/or any other widely accepted replacement index measuring the relative value of the U.S. dollar.

IX. ADDITIONAL CONSIDERATIONS

A. The Park Owner reserves the right to amend this Prospectus or any Exhibit thereto from time to time to the extent permitted by law.

B. Tenants assuming the remaining portion of a rental agreement as allowed by subsection 723.059(3), Florida Statutes, as amended, are hereby notified that, upon expiration of the assumed rental agreement, the Park Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Owner based on prevailing market rent or any of the factors set forth in this Prospectus.

The seller of a mobile home is required to deliver their prospectus to the purchaser. The seller must advise the Park Owner of the imminent sale of the mobile home and of the prospective purchaser's name and address.

The seller may not promise the purchaser they will be approved for residency in the park because the purchaser must meet with the Park Owner prior to assuming the remainder of the lease term, be screened for eligibility as a prospective home owner under the park's then existing rules and regulations, and agree to any increase in lot rental amount in writing prior to occupancy, or inform the Park Owner otherwise.

X. USER FEES

Each mobile home owner is responsible for the payment of user fees if the mobile home owner agrees to the provisions of services for such fees by the Park Owner.

"User fees" are defined as those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the Park Owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.

User fees may be increased based upon management's sole discretion. Factors considered include increased costs, prevailing market rent, and prevailing economic conditions (see section VIII, Increases in Lot Rental Amount). Notice of an increase or change in user fees will be given to the home owner 14 days prior to the increase. Notice of increases will be given by posting a notice at the park office.

There are currently user fees charged for lawn mowing services, vehicle storage, and private use of the clubhouse.

XI. PARK RULES AND REGULATIONS

A. The current Park Rules and Regulations are attached as Exhibit B to this prospectus and incorporated by reference herein as part of this disclosure document. Park Management reserves the exclusive right to make, change, and promulgate park rules for occupants of the park.

B. Pursuant to subsection 723.037(1), Florida Statutes, the Park Owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in rules and regulations. Rules adopted as a result of restrictions imposed by government entities or those required to protect the public health, safety and welfare may be enforced prior to the expiration of the ninety (90) day period.

XII. ZONING

As of the Filing Date, the zoning of the park is TR-3. The permitted uses under this classification include mobile home parks. The name of the zoning authority which has jurisdiction over the land comprising the park is Brevard County, Florida.

The Park Owner has no definite future plans to seek a change in the use of the land comprising the park.

XIII. EXHIBITS

- A. Park Lot Layout
- B. Rules and Regulations
- C. Rental Agreement
- D. User Fee Agreements

This Prospectus was determined to be adequate to meet the requirements of Chapter 723, Florida Statutes, by the Division of Florida Land Sales, Condominiums and Mobile Homes, as follows:

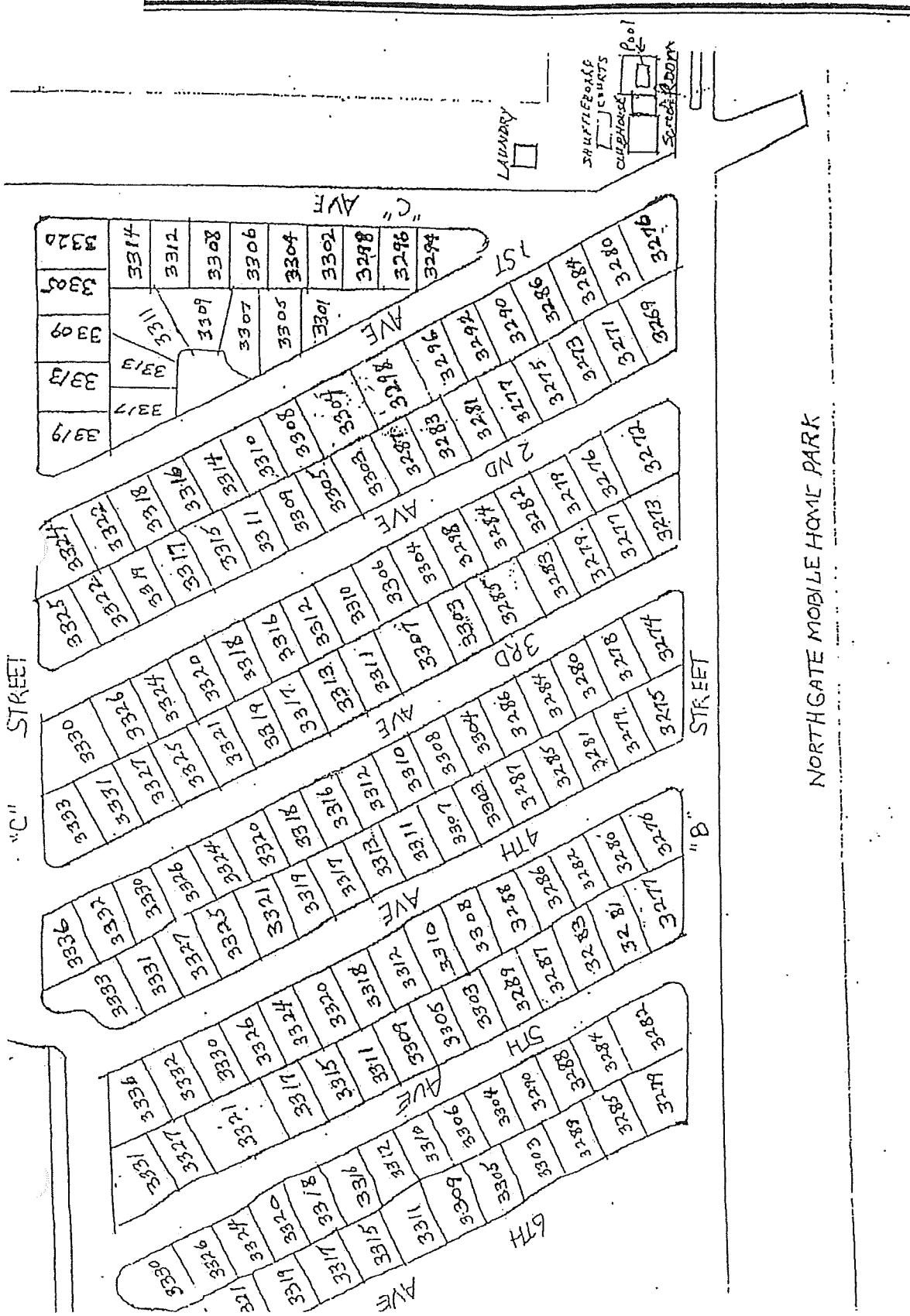
Date This Prospectus Approved: June 3, 1996

Prospectus Number Assigned by Division: PRMZ001156-P21928

Lot to Which This Prospectus Applies.

EXHIBIT A

PARK LOT LAYOUT



NORTHGATE MOBILE HOME PARK

EXHIBIT B

RULES AND REGULATIONS

1. GENERAL INFORMATION

All reasonable means have been taken to insure that your residency is pleasant and enjoyable. Many of the Rules and Regulations are based on the requirements of Florida law, and the remainder are to assist in the peaceful enjoyment of all residents.

These Rules and Regulations are intended to maintain the appearance Standards of the Park for your comfort and that of your visitors. A copy of the Rules and Regulations will be posted in the clubhouse and must be observed by all residents, guests, and family members of invitees. Residents shall require all persons on the premises with their consent to govern themselves in accordance with the Rules and Regulations and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

2. RESIDENCY

2.1. An Application for Residency must be completed and approved, a Prospectus delivered, and a copy of the Rules and Regulations (Exhibit B) and a Rental Agreement (Exhibit C) signed, prior to: (i) arrival of the resident's manufactured home in the Park; or (ii) the transfer of title when the home is already in the Park.

2.2. The Park Manager reserves the right to: (i) refuse admittance to anyone who purchases or otherwise receives title to a manufactured home that is not acceptable in appearance and condition; (ii) refuse to accept further rent and terminate the Rental Agreement of anyone who, after proper notices pursuant to Chapter 723.061, Florida Statutes, fails to comply with these Rules and Regulations (see rule re: Eviction, for further information); and (iii) refuse rental to any applicant.

2.3. The principal resident of each manufactured home in the Park must be its legal owner. Each additional occupant of the home must be approved for residency by the Park Manager, and each adult resident must have signed a copy of the Rules and Regulations and the Rental Agreement prior to occupying the home. Any change in the number or make-up of persons in a home must have the Park Manager's written approval.

2.4. Residents have the right to sell their homes within the Park, and the prospective purchaser may become a resident of the Park. The prospective purchaser must, however, meet all requirements for New Residents prior to purchase or the prospective purchaser will be required to move the home from the Park (see rule re: Eviction).

3. OLDER PERSONS PARK

In accordance with the Federal Fair Housing Act of 1988, this Park is intended and operated as an "important housing opportunity for older persons." Under the Act, those persons age 55 and over are defined as "older persons". The park is intended to be reserved exclusively for those residents age 55 and over, with certain exceptions as allowed by the Act. As an older persons park, we provide certain facilities and amenities designed to enhance the lifestyle of persons age 55 and over. Additionally, this designation is made to offer an important housing opportunity for those persons 55 and over in the local housing market. All prospective residents will be screened for admission to the park under this Rule, and at least one person per lot must be 55 or older as of the date of application for residency. No applications will be accepted without proof of age in the form of a valid driver's license, birth certificate or passport. Under the Act, Management, in its sole discretion, may make certain exceptions to the requirement that at least one resident per lot be over 55. The minimum age for residency in the Park is 50.

4. GUESTS

4.1. The term "guest" as referred to herein, shall have the same meaning as and shall be used interchangeably with, the term "invitee" as it is defined in Chapter 723, Florida Statutes. All persons who are not specifically named in the Rental Agreement are considered as guests. A guest is a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total days per year. Any person staying longer than these periods must fill out an Application for Residency, meet all residency requirements, and be qualified as a resident by the Park Manager. Said person will be required to sign the Rules and Regulations and be specifically named and added to the Rental Agreement covering said mobile home site.

4.2. Guests are entirely the responsibility of their resident hosts and must comply with Park Regulations. Guests who are unruly or who create disturbances will be asked to leave. The Park facilities are primarily for the use and enjoyment of the residents. When conditions permit, guests will be allowed to use the Park facilities, however, guests under the age of sixteen (16) must be accompanied by the resident host at all times.

4.3. All overnight guests or guests who will be using Park recreational facilities, must be registered by their resident host at the office during normal office hours. Guests arriving on weekends or holidays may be registered during office hours the last day prior to their arrival. Failure to register your guest will subject the guest to immediate removal from the Park. Guests must notify the office upon departure.

5. CHILDREN

5.1. All residents are responsible for the children visiting them. Children must be under adult supervision at all times and must not be permitted to disturb other residents, damage property, or play in neighbor's yards or on their patios without permission from said neighbor. Children must play in the yard of the resident they are visiting and not in the streets and parking areas.

5.2. All children under eighteen (18) years of age are required to be on their resident host's lot by 10:00 p.m.

5.3. Children are welcome to visit residents in the Park, however, visits must be limited to no more than two consecutive 15-day periods or 30 total days in one year.

6. EXISTING MOBILE HOMES

6.1. Alterations/Additions: Residents are encouraged to upgrade their mobile homes. To ensure that individual actions are aesthetically compatible with other homes in the Park and in accordance with Park standards, all improvements, additions, and alterations, including replacement of existing air-conditioning, carports, screened-in area, awnings and utility buildings, must be approved by the Park Manager prior to commencement of work. Each resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Park Standards, county building and zoning codes, and other restrictions of record. All improvements must be completed within thirty (30) days. For additional information on Park Standards, please see "Improvements to be Installed by New Residents".

6.2. Maintenance: All homes, carports, sheds, or any other items placed on a lot by resident, must be maintained in a clean and orderly manner. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. The Park Manager reserves the right to require repairs, repainting or other maintenance that is needed to maintain Park Standards.

6.3. Hitches: Hitches are to be removed and stored.

6.4. Exterior Surfaces: The exterior surfaces of the mobile home including the eaves and trim shall be kept free of mildew or discoloration. Peeling, fading, or damaged exterior surfaces must be restored to the original new condition.

All exterior materials used in upgrading, must be approved in writing by the Park Manager prior to their use on the home. The materials used should be consistent with the types of materials used on new homes being brought into the community.

6.5. Antennas: Cable television is available in the Park. Any antennas or sending and receiving apparatus shall be attached to the mobile home or mobile home site. Any equipment that interferes with neighboring reception is prohibited.

6.6. Signs: One "For Sale" sign, no larger than 10 inches by 14 inches, is allowed in the home window only. No signs are allowed in yards and violations are subject to removal by the Park Manager.

6.7. Storage: To avoid fire hazards and to promote safety, the space immediately underneath a manufactured home shall not be used for storage. Patios may not be used for storage and storage on lots is prohibited unless approved by the Park Manager.

7. ENTERING MOBILE HOMES

7.1. Size and Age: The minimum size of a mobile home entering the Park is 500 sq. ft. or 12 ft. by 42 ft. The maximum age of a mobile home entering the Park is not to exceed five (5) years. Prior to the time the home is brought into the Park, it must be approved by the Park Manager.

7.2. Set-Backs and Placement: Prior to installing a mobile home on a lot, placement must be approved by the Park Manager. Resident shall observe all local governmental building and zoning codes.

8. IMPROVEMENTS TO BE INSTALLED BY NEW RESIDENTS

Residents who commence occupancy in the Park, whether by purchase or other transfer of title of an existing home or by installing a home, must meet the following Park Standards, together with applicable requirements for "Existing Mobile Homes." The Park Manager is in the continual process of upgrading the mobile home park and reserves the right to require New Residents to upgrade to Park Standards in effect at the time of entrance. Requirements may be waived or modified by the Park Manager due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of the Park Manager. All plans must be approved by the Park Manager prior to commencement of work and all necessary permits obtained and displayed. All work must be completed within thirty (30) days of occupancy and work to be done must be included in the Purchase Contract.

8.1. Anchors: The home must be tied down by hurricane anchors. Tie-downs and blocking must meet all standards set by state, county, city or any other governmental agencies. These actions must be performed by a properly licensed contractor.

8.2. Skirting: The entire mobile home, including decks and porches, must be skirted within thirty (30) days of occupancy with a material approved by the Park Manager. Skirting must provide for ready access for repair and inspection of under home utilities.

8.3. Steps: Steps must be located at all exterior home entrances. Steps must be constructed of concrete or of a material approved by the Park Manager. Steps must be kept neat, clean, and safe and must meet local codes where applicable.

8.4. Street Numbers: All homes should have the lot number clearly written on the front of the home. This is essential to help emergency services locate the proper party when an emergency arises.

8.5. Fencing: No fencing may be newly installed in the Park for pet runs or division of home sites. All existing fences must be removed by New Residents upon move-in.

9. MOBILE HOME SITES

9.1. Alterations: Any alterations or modifications to a mobile home site, including attachments, driveways, landscaping, or items that will affect the exterior appearance of the residence, must have the written consent of the Park Manager prior to commencement of work. Each resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Park Standards, county building and zoning codes, and other restrictions of record.

9.2. Maintenance: Resident is responsible for the overall appearance of the home site. Lot must be kept clean, orderly, and free of litter, and resident must maintain lawn, trees, and shrubbery thereon including mowing, trimming, watering, weeding, and the general care thereof. Home sites not maintained to satisfactory Park Standards will, after proper notice, be maintained by the Park Manager and the cost thereof will be charged to the resident.

9.3. Landscaping: Additional landscaping (including trees and shrubs) may be planted with Park Manager's prior approval of type and location. The Park is not responsible for damage to homes or home sites resulting from acts of nature. Trees may not be removed without the express written consent of the Park Manager. Decorative stones may not be placed on home sites without prior written approval of the Park Manager.

9.4. Watering: Sprinklers and hoses shall not be left running unattended. Management has the right to enter a lot and turn off water when over-watering causes runoff from resident's lot.

9.5. Equipment: Lawn care equipment, tools, toys, and other equipment must be stored out of sight when not in use. No articles are to be stored beneath mobile homes or on patios. Outside fuel tanks are not permitted without the prior written approval of the Park Manager.

9.6. Furniture: Only furniture specifically designed for outside use is allowed outside the home.

9.7. Laundry Lines: Only removable umbrella type laundry lines may be installed at rear of home. Pole location must be approved by the Park Manager to avoid damage to utilities. No one is permitted to hang towels, rugs, rags, or any wearing apparel on the mobile home, awning, portable rack, or other device on the lot.

9.8. Posts, Poles, and Stakes: No posts, poles, stakes, or the like are to be driven into the ground without consulting the Park Manager due to the danger of interfering with or damaging underground utilities. Resident will be liable for any expense incurred by the Park resulting from violation of this Rule.

9.9. Place of Residence Only: Home sites may be used as a residence only and are not to be used for business. A business is defined as any commercial enterprise which: (i) is required to be licensed by local or state law; (ii) requires traffic from outside the Park to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of Park residents for commercial purposes; or (v) interferes with the safe, pleasant, and enjoyable use of the Park by any of its residents.

10. TRAFFIC AND VEHICLES

10.1. Speed Limit: The 10 mile per hour speed limit must be observed. Please pause at intersections and be particularly alert for pedestrian and bicycle traffic.

10.2. Street Repair: To help keep streets in good repair, the only vehicles allowed in the Park are passenger cars, vans, and pick-up type trucks (3/4 ton limit). Service vehicles required by the Park are the only exception.

10.3. Vehicles: Operators of all motorized vehicles within the Park must have a valid operator's license. Motor bikes, go-carts, motorcycles, or any similar vehicles are prohibited. Pedestrians, golf carts and bicycles have the right-of-way.

10.4. Vehicle Repairs: Only minor motor vehicle repairs may be made on personal vehicles at resident's space. Motor vehicles not in operating condition or without current license plates are not allowed in the Park for more than 24 hours. Vehicles in violation will be towed away at the vehicle owner's expense.

11. PARKING

11.1. Street Parking: Streets are Fire Lanes. No parking is permitted on the streets which must be kept clear to allow passage of emergency vehicles.

11.2. Parking Spaces: Parking more than 2 vehicles at a residence is not allowed unless adequate parking space is available. Residents shall not keep more than two (2) vehicles in the Park. Residents and/or their guests will not be permitted to park on lawns or any other area of the Park that is not specifically marked to provide for vehicle parking. A resident will be allowed to park in another resident's driveway or carport only when written permission has been received and filed with the Park Manager.

11.3. Guest Parking: It is the resident's responsibility to ensure that their guests are parked properly. Guests remaining overnight must park in designated guest parking areas.

12. COMPOUND STORAGE AREA

No boats, boat trailers, travel trailers, campers, RV's, or similar units are allowed on lots. Arrangements for use of the compound storage area can be made through the Park Manager. There is presently a user fee charge for that storage facility. The Park shall not be liable for any loss or damage suffered to any articles stored in the compound.

13. PETS

13.1. Pet Registration: Every resident pet owner must register the pet with the Park Manager. Only one (1) generally accepted domestic pet which has been approved and registered by the Park Manager and that does not exceed 25 pounds at full growth is allowed in the Park.

13.2. Leashes: Pets must be kept inside the home or on the leash with the resident at all times. While the pet is outside, resident shall be responsible for any clean-up needed.

13.3. Pet Removal: Any pet not properly registered must be removed from the Park. If the Park Manager finds the conduct of a pet to be dangerous or bothersome to other residents, its registration will be terminated and the pet must be removed.

13.4. Cancellation of Pet Privileges: Should pet management become a problem in the Park, the Park Manager reserves the right to refuse admission to all further new and/or replacement pets.

14. RECREATION AND OTHER FACILITIES

14.1. The Clubhouse is provided for the use of adult residents. Children are allowed only if accompanied by an adult resident. The clubhouse is generally open from 9:00 a.m. to 10:00 p.m. These facilities may be reserved by residents for private activities. Please make all reservations through the park Manager well in advance of your planned activity. Other residents not included in the private party may have access to the premises and cannot be excluded. It is the resident's responsibility to clean the area after use and to pay for any damage to equipment or facilities. No pets are allowed in the recreation areas.

14.2. Swimming pool: The pool is generally open from 9:00 a.m. to 9:00 p.m. Children under the age of 13 must be accompanied by an adult resident. Residents must register their pool guests prior to their use of the pool. No running or scuffling in the pool area is allowed. No glass containers, alcoholic beverages, drinks, or food is allowed in the pool area. No pets are allowed in the pool area. Swimming attire is required at all times, no cut-off jeans are allowed. Please remove hair pins before entering the pool. Failure to comply with all Pool Rules will result in the rescission of pool privileges.

14.3. Laundry Facility: The laundromat is open daily from 9:00 a.m. to 9:00 p.m. for tenant use. Do not overload or abuse machines; clean washers and dryers after using.

14.4. Shuffleboard: Please be a good sport and limit your play to two (2) 10 frame games if other residents are waiting. This Rule does not apply during league participation.

14.5. Alcoholic Beverages: Loud parties and excessive drinking will not be tolerated any place in the Park.

15. NOISE

Radios, televisions, stereos, musical instruments, or the like shall be played in a manner that does not unreasonably disturb other residents of the Park. Conduct which disturbs the peace and tranquility of others such as excessive noise, loud parties and abusive language is not permitted in the Park. Notwithstanding the foregoing, between the hours of 10:00 p.m. and 8:00 a.m., radios, televisions, record players, musical instruments, or the like shall not be played in a manner so as to be audible outside the mobile home. Yelling, screaming, and use of profanity outside the home, or inside the home if audible outside, are not permitted in the Park.

16. DANGEROUS INSTRUMENTALITIES

The display or use of guns, including but not limited to BB guns and air guns, sling shots, bows and arrows, and other dangerous instrumentalities, is not permitted in the Park. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

17. REFUSE

All trash, garbage, and refuse must be placed in plastic trash bags and tied securely. Trash is to be placed at curbside by 8:45 a.m. only on the mornings of trash pick-up which are Tuesdays and Fridays. At all other times, trash should be kept in an inconspicuous place and in covered containers.

Grass cuttings, leaves, trimmings, and etc. must be placed in plastic bags adequate for pick-up. Burning of trash, leaves, or other material is not allowed. If in doubt about large trash disposal, ask the Park Manager. No garbage or refuse shall be dumped on vacant lots, around recreational areas, or across fences around the perimeter of the Park.

18. UTILITIES

18.1. Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed and Park approved service people. Any fees for installation or hook-up of utilities are the resident's responsibility.

18.2. Utility Repairs: Electrical, gas, water, or sewer repairs, required outside the mobile home, must be reported to the Park Manager. The cost for repairs made without notifying the Park Manager, including any damages incurred, will be the resident's responsibility. The Park Manager is not responsible for the failure, default, improper act, or omission by any utility supplying such services. Resident should check to be sure that their water heater has a relief valve. The Park is not responsible for damage done to water heaters caused by lack of water in the system.

18.3. Park's Maintenance Responsibility:

- a. Electrical - Electrical pedestal.
- b. Water - The underground water system to the point where such system rises above ground level at each mobile home lot.
- c. Sewer - The underground sewer system to the point where such system rises above ground level at each mobile home lot.

18.4. Resident's Maintenance Responsibility:

- a. Electrical - The breaker, underground wiring from pedestal to home, and all internal and external home wiring and fixtures.
- b. Water - Water line and all internal home pipe and fixtures from home to meter.
- c. Sewer - Sewer line and all internal home sewer pipes and connections from home to riser.
- d. Gas - Gas lines from the meter to the mobile home.

19. SOLICITING

All solicitation, commercial or otherwise, is banned with the exception that Park residents have the right to canvass and solicit as allowed pursuant to Section 723.054, Florida Statutes.

20. FEES, CHARGES, AND ASSESSMENTS

20.1. Payments: All payments received from residents are applied first to any late fees, returned check fees, or special service fees which may be owing, then to any utility charges due, and then the remaining balance is applied to any monthly rent balance due. Payments are collected in the park office during normal office hours.

20.2. NSF Checks: Only money orders or cashier's checks will be accepted from any resident who has twice written checks on insufficient funds.

20.3. All fees, charges and assessments are set forth fully in the Park Prospectus.

21. RIGHTS

Park Management shall have the right of access to the resident's mobile home only to prevent imminent danger to the occupant or the mobile home. Park Management shall have the right of entry onto the lot for purposes of repair and replacement of utilities, reading of meters, protection of the Mobile Home Park, and, at all reasonable times for maintenance of the lot.

Specific variances to these Rules and Regulations may be granted by the Park Manager due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances as to not disturb residents' quiet enjoyment of the Park and where the basis for the variance is deemed sufficient in the discretion of the Park Manager.

The rights of the Park Owner contained herein are cumulative and failure to exercise any right shall not operate to forfeit any other rights. No waiver of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

22. RENTAL AGREEMENT TERMS AND CONDITIONS

Written Rental Agreements will be required of all New Residents prior to occupancy and will be offered to each existing resident on the anniversary date of all other Rental Agreements in the Park. All Rental Agreements will have a term of one year with the exception of the first Agreement entered into by a new resident. Said Agreement will expire on the next following anniversary date of all other Agreements in the Park. Whether or not resident chooses to execute a written Rental Agreement, resident is subject to the same terms and conditions as residents who have executed Agreements. All of the terms and conditions of the Agreement are specifically incorporated herein by reference as Rules and Regulations governing the tenancy.

Resident shall not assign the Rental Agreement, or any interest therein. Section 723.059, Florida Statutes, allows the purchaser of a mobile home who becomes a resident of the Park to assume the remainder of the term of any pre-existing Rental Agreement. The resident shall not sublet the leased premises or any part thereof, or allow any person or persons to occupy or use the leased premises.

23. EVICTION

A mobile home owner or a mobile home may be evicted from this Park only on one or more of the grounds listed in Chapter 723, Florida Statutes, or its successor statute. The grounds applicable on the Filing Date are set forth below:

23.1. Nonpayment of Lot Rental Amount: If a mobile home owner fails to pay the lot rental amount when due and if the default continues for five (5) days after delivery of a written demand by the mobile home park owner for payment of the lot rental amount, the park owner may terminate the tenancy. However, if the mobile home owner pays the lot rental amount due, including any late charges, court costs, and attorney's fees, the court may, for good cause, deny the order of eviction, provided such nonpayment has not occurred more than twice.

23.2. Conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of other residents of the Park.

23.3. Violation of a park rule or regulation, the Rental Agreement, or the provisions of Chapter 723, Florida Statutes.

a. For the first violation of any properly promulgated rule or regulation, rental agreement provision, or Chapter 723, Florida Statutes, which is found by any court having jurisdiction thereof to have been an act which endangered the life, health, safety, or property of the park residents or the peaceful enjoyment of the mobile home park by its residents, the mobile home park owner may terminate the rental agreement, and the mobile home owner will have seven (7) days from the date that the notice is delivered to vacate the premises.

b. For a second violation of the same properly promulgated rule or regulation, rental agreement provision, or Chapter 723, Florida Statutes, within twelve (12) months, the mobile home park owner may terminate the tenancy if he has given the mobile home owner written notice within thirty (30) days of the first violation, which notice specified the actions of the mobile home owner which caused the violation and gave the mobile home owner seven (7) days to correct the noncompliance. The mobile home owner must have received written notice of the ground upon which he is to be evicted at least thirty (30) days prior to the date on which he is required to vacate. A second violation of a properly promulgated rule or regulation, rental agreement provision, or Chapter 723, Florida Statutes, within twelve (12) months of the first violation is unequivocally a ground for eviction, and it is not a defense to any eviction proceeding that a violation has been cured after the second violation. Violation of a rule or regulation, rental agreement provision, or Chapter 723, Florida Statutes, after the passage of one (1) year from the first violation of the same rule or regulation, rental agreement provision, or Chapter 723, Florida Statutes, does not constitute a ground for eviction under this section.

No properly promulgated rule or regulation may be arbitrarily applied and used as a ground for eviction.

23.4. Change in Land Use. Change in use of the land comprising the mobile home park, or the portion thereof from which mobile homes are to be evicted, from mobile home lot rentals to some other use, provided all tenants affected are given at least one (1)

year's notice of the projected change of use and of their need to secure other accommodations.

23.5. Failure to become qualified to be a resident. Failure of the purchaser of a mobile home situated in the mobile home park to be qualified as, and to obtain approval to become, a tenant, if such approval is required by a properly promulgated rule.

RESIDENT ACKNOWLEDGES HAVING BEEN GIVEN AN OPPORTUNITY TO READ ALL THE ABOVE RULES AND REGULATIONS, AGREES TO COMPLY WITH EACH, and is in full agreement with these Rules and Regulations being an integral part of the Application for Residency and Rental Agreement between the resident and the Mobile Home Park Owner. Resident acknowledges that violations, infractions, breach, or default of these Rules and Regulations, whether singular or several, will be grounds for termination of resident's Rental Agreement and eviction from the Park.

PLEASE READ THESE RULES AND REGULATIONS PRIOR TO SIGNING BELOW.

EXECUTED by both parties this _____ day of _____, 19__.

RESIDENT(S): ALL RESIDENTS MUST SIGN

_____/_____/_____
SIGNATURE

_____/_____/_____
SIGNATURE

_____/_____/_____
SIGNATURE

OWNER: NORTHGATE MOBILE HOME PARK

By: _____/_____/_____
PARK MANAGER

LISTED BELOW ARE THE ONLY VEHICLES THAT RESIDENT(S) WILL KEEP IN THE PARK:

1. _____ 2. _____

EXHIBIT C

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this _____ day of _____, 19____, by and between NORTHGATE MOBILE HOME PARK, hereinafter referred to as "LANDLORD" and _____ hereinafter referred to as "TENANT(s)".

WITNESSETH:

That in consideration of the rent, covenants, and agreements to be kept and performed by TENANT(s) hereunder, TENANT(s) lease(s) from LANDLORD, the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term and conditions as Rental Agreements offered to other tenants in the park, excepting only rent variations based upon lot location and size.

2. LANDLORD hereby leases to TENANT(s) for installation thereon of TENANT(s) Mobile Home that certain space or lot number, to wit: _____, located in this Mobile Home Park, with the full understanding that this property is to be occupied solely as a private dwelling only by TENANT(s) and any other persons specifically approved by LANDLORD below. _____ persons will permanently occupy this space. Only the following persons are approved for occupancy under this RENTAL AGREEMENT.

_____ TENANT	_____ AGE	_____ D/L # (State of issue)
-----------------	--------------	---------------------------------

_____ TENANT	_____ AGE	_____ D/L # (State of issue)
-----------------	--------------	---------------------------------

_____ Additional Resident/Age	_____ Additional Resident/Age
----------------------------------	----------------------------------

3. The term of this Rental Agreement shall be for a period of _____ months, commencing on the _____ day of _____, 19____, and terminating on the last day of _____, 19____. Thereafter, the rental term shall automatically renew for annual 12 month periods unless the TENANT(s) shall advise the LANDLORD, in writing, thirty days before the expiration of this RENTAL AGREEMENT of their intention not to renew the RENTAL AGREEMENT.

4. NOTICES. Any Notice under this RENTAL AGREEMENT shall be sent to the LANDLORD at the address specified in the prospectus, as amended. The TENANT(s) hereby designate the following as the address for receipt of all Notices under this RENTAL AGREEMENT and the Prospectus:

NORTHGATE PROPERTIES, INC.

3277 FIRST AVE

MIMS, FL 32754

5. The annual base rent for the term shall be paid on an installment basis, payable as follows: The first month's base rent paid in advance, in the amount of \$_____, and continuing each month thereafter during the remainder of the term of this RENTAL AGREEMENT, plus any tax payable to any governmental authority on lot rental amount payments, and any increases in monthly lot rental amount as allowed in the Prospectus. As of the filing date of the Prospectus, the following services are included within base rent without separate charge to TENANT(s): waste disposal, storm drainage costs, and electricity for common areas. TENANT is separately and individually responsible for: water supply, sewage disposal, cable T.V., electricity, and gas. LANDLORD reserves the right to change and charge for any of these services as specified in the prospectus.

Monthly lot rental amount payments shall be paid promptly on the dates agreed as herein set forth, it being agreed between the parties that the time of each and all payments is of the essence in this Agreement. All payments are payable to the LANDLORD at the location designated by the Park.

6. In addition to the base rent, TENANT(s) agrees to pay the following other charges which will be part of the total monthly lot rental amount, to wit:

A. Special Use Fees -- Special use fees that the mobile home owner will be responsible for include:

1. Investigation/
Credit Check Fee: \$ 40.00 Due at the time of application; this one-time charge will cover costs for determining eligibility, including credit worthiness, of any applicant for residency in the park. This fee will be charged by the park owner, as allowed by law, in qualifying a prospective tenant in the park.
2. Entrance Fee: \$ 100.00 A one-time entrance fee is imposed on all new mobile home placement in the park in accordance with Section 723.041, Florida Statutes.
3. Late Payment Fee: \$ 20.00 Due on lot rental amount payments received after the 5th day of the month.
\$ _____ Additional per day delinquency charge due on lot rental amount payments received after the 5th day of the month.
4. Returned Check Fee: \$ 10.00 Due per check on tenant's checks not honored by a financial institution.
5. Pet Fee: \$ _____ Per pet per month.
6. Guest Fee: \$ _____ Per month for guests remaining in excess of fifteen (15) consecutive days or more than thirty (30) days in one year.
7. Vehicle Towing Fee: \$ 25.00 If the park owner is required to remove an unauthorized or illegally parked vehicle(s), Tenant will be charged the actual amount charged by the tow truck operator, including any storage charges.

8. Special Service Fee: \$ _____ Per service call or \$ 15.00 per worker/hour for any repair, maintenance or service performed by the park which was caused by Tenant's failure to comply with park rules. (See Rules).
9. Taxes: \$ _____ All taxes of any nature required to be paid now or in the future by any governmental entity. Such taxes shall be in addition to the base rent.
10. Water and Sewer Fee: \$ 21.34 A separate monthly charge for maintenance and administration of the water system.
11. Water and Sewer Usage Fee: 1.39 th.
\$ 1.06 Sew. Based upon actual consumption. This fee is collected on a bi-monthly basis.

B. Pass-through Charges

The mobile home owner will be responsible for payment of pass-through charges which is the homeowner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a home owner by the total number of leased mobile home spaces in the Park.

C. Government or Utility Charges

The park owner may charge the home owners for any costs incurred and caused by any state, federal, or local government or utility company. The park owner may pass on, at any time during the term of the lot rental agreement, certain government and utility charges subject to the requirements of Chapter 723, as amended. If charged for separately, these allowable "pass on" charges will not be otherwise collected in the remainder of the lot rental amount. The "pass on" charges may be assessed more often than annually and will be assessed to the mobile home owner on a metered basis, based on actual usage, or on a pro rata basis. (See 6(B) above for the method of computing pro rata shares.)

7. TENANT(s) must pay their monthly lot rental amount for the entire rental term whether the TENANT(s) are in actual occupancy or residence for any specific month or not. However, the LANDLORD specifically reserves the right that if, during the term of this RENTAL AGREEMENT, there are any increases in utility charges to the park, see Section 6(C) above, such increases in rates or charges for these utilities shall be allocated to TENANT(s) after the LANDLORD gives the TENANT(s) ninety (90) days notice of all such lot rental amount increases in accordance with Florida law. (See Prospectus). All notices shall be addressed to the Mobile Home Owner's address as specified in Section 4 above. In the event the Public Service Commission regulates any utilities provided by the Park, the statutes, rules and regulations, and orders of the Public Service Commission shall control the rates and charges for those utilities.

8. Mobile Homes may not be exchanged or substituted for one that is now on the premises without first obtaining written consent of the LANDLORD. In the event of substitution of occupants by sale, the new TENANT(s) must first obtain the written consent and approval of the Park Management before any sale can be completed in order to guarantee tenancy. (See Prospectus). Mobile home spaces are not transferable. No sub-rental nor assignment, nor lease, nor sub-lease, nor occupancy by or through a rental/purchase option of premises by anyone other than LANDLORD is authorized. No such assignment, sub-letting, occupancy or collection of rents shall be deemed a waiver of this covenant, or the acceptance of the assigned sub-tenant or occupant as tenant or as of the release of the TENANT(s) from further performance by TENANT(s) of the covenants in this RENTAL AGREEMENT. The consent by the LANDLORD to an assignment of sub-letting shall not be construed by the LANDLORD or relieve the TENANT(s) from obtaining consent in writing of the LANDLORD to any further assignments or sub-letting.

LANDLORD MAINTAINS THE RIGHT TO COMPREHENSIVELY INVESTIGATE, INCLUDING A CREDIT CHECK, AND APPROVE ALL PROPOSED TENANTS. THE COST OF THAT INVESTIGATION AND CREDIT CHECK IS \$~~40.00~~/60.00 (SEE PROSPECTUS.) THE INVESTIGATION/CREDIT CHECK FEE SHALL BE CHARGED TO ALL NEW TENANT(s). ALL TENANTS MUST QUALIFY AND OBTAIN APPROVAL OF THE LANDLORD TO BECOME A TENANT OF THIS PARK.

9. LIABILITY. The Mobile Home placed or located on the premises above-described, shall be at the risk of the TENANT(s) or owner thereof. The LANDLORD shall not be liable for any personal injury to the TENANT(s) or to any other occupant, guest or invitee, nor for any damage to the leased property or for any other personal property located thereon; irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence or acts by other tenants in the Park or occupants of adjacent properties, whatever their identities.

10. The TENANT(s) shall promptly comply with all statutes, ordinances, rules and orders, regulations and requirements of the Federal, State, County and City government(s) and of any and all their departments and bureaus applicable to said premises, and/or to the Mobile Homes located thereon; also with the requirements of the

Insurance Underwriters Association, and with the local building department so as not to cause any raise in the rates of insurance upon the lot, the building, contents or occupants of the Park. In accordance with this paragraph, the TENANT(s) acknowledges that the Mobile Home must be properly secured or tied down, and the TENANT(s) further covenants and agrees to have this service performed, at TENANT(s) cost, prior to occupancy of their mobile home.

The TENANT(s) agrees to abide by all Rules and Regulations of the LANDLORD and agrees that violation thereof shall be grounds for eviction from the Park. TENANT(s) acknowledges having had a reasonable opportunity to read the current Rules and Regulations which are attached hereto and incorporated herein by reference, and the parties hereto agree that said Rules and Regulations are covenants and provisions of this RENTAL AGREEMENT and are reasonable and necessary for the proper and efficient operation of the Park and for the health, safety and welfare of the residents of the Park. Disputes, if any, concerning future amendments to the Rules must be submitted to mediation under the terms of the Prospectus.

11. LANDLORD and TENANT(s) agree that the Rules and Regulations will not be changed without written notification to the TENANT(s) at least ninety (90) days prior to implementation of any such changes. Rule changes adopted as a result of restrictions imposed by governmental entities or those required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

12. LANDLORD may evict TENANT(s) only for the reasons specified in the Prospectus and Park Rules; both of which are incorporated herein by reference.

The parties agree that if LANDLORD determines that TENANT(s) is to be evicted for violating a rule or regulation of the Park, LANDLORD will first give the TENANT(s) written notice of such violation and seven (7) days within which to comply with said Rule and/or Regulation. Subsequently, LANDLORD will deliver written notice of the grounds upon which TENANT(s) is to be evicted at least thirty (30) days prior to the date TENANT(s) is to vacate the premises.

Eviction for violation of a park rule or regulation will be upon the first violation if it is an act which endangered the life, health, safety, property or peaceful enjoyment of the mobile home park or its residents. Eviction for violation of all other rules and regulations will be for the second violation within twelve (12) months.

13. ACCELERATION. If eviction is authorized under this Rental Agreement or the park's Rules, LANDLORD may, at its option, terminate this Rental Agreement, begin a legal proceeding to regain possession of the land and the mobile home thereon in accordance with Chapter 723, maintain an action for collection of all accrued rent, declare all lot rental amounts for the entire term remaining immediately due and payable and accelerate same and take any other action allowed hereunder, or by law or agency rule of any agency having authority over the mobile home owner/park owner relationship. The prevailing party shall be entitled to an award of its costs and reasonable attorney's fees

as provided for by Chapter 723 and Florida law. Acceleration does not apply in the case of eviction due to a change in land use or failure to become qualified to be a resident.

14. The LANDLORD shall have no right or access to TENANT(s) mobile "home" unless the TENANT(s) prior consent has been obtained or to prevent imminent danger to the occupant or to the mobile home. The LANDLORD shall, however, have the right of entry onto the lot for purposes of repair and replacement of utilities and protection of the Mobile Home Park at all reasonable times, but not in such manner or at such time as to interfere unreasonably with the TENANT(s) quiet enjoyment of said lot.

15. The TENANT(s) agrees not to erect or display, either inside or outside the mobile home, any business sign or advertising sign, unless previous written consent and authority is first obtained from the LANDLORD. The TENANT(s) shall, however, be allowed to place a "For Sale" sign on or in the mobile home; subject, however, to the Park's Rules concerning the size and placing of all such "For Sale" signs.

16. Hazardous Wastes and compliance with government regulations. TENANT(s) shall comply with all governmental regulations, including, but not limited to, those regulations concerning storage and disposal of all forms of hazardous waste arising from TENANT's occupancy of the premises. Should TENANT(s) fail to comply with applicable government regulations, TENANT(s) specifically agree to be personally liable for all costs, fees, penalties, interest and charges of any kind whatsoever arising from such failure to comply with government regulations. Further, TENANT(s) AGREE TO INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL SUCH COSTS, FEES, PENALTIES, INTEREST AND CHARGES OF ANY KIND WHATSOEVER.

**A FIRST VIOLATION OF THIS RENTAL AGREEMENT
PROVISION IS SUBJECT TO EVICTION ACTION AS AN
ACT INJURIOUS TO THE OTHER RESIDENTS HEALTH,
SAFETY AND PEACEFUL ENJOYMENT OF THE PARK.**

17. The rights of the LANDLORD contained herein are cumulative and failure of the LANDLORD to exercise any right shall not operate to forfeit any other rights of the LANDLORD. No waiver by the LANDLORD of any conditions or covenants shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

18. TENANT(s) acknowledges that he has read and understands the foregoing, that TENANT(s) was offered the foregoing Rental Agreement prior to occupancy (except for renewal Rental Agreements).

RESIDENT HEREBY ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THIS RENTAL AGREEMENT AND THE RULES AND REGULATIONS INCORPORATED IN THIS RENTAL AGREEMENT, HAVING HAD A REASONABLE OPPORTUNITY TO READ AND REVIEW THE RENTAL AGREEMENT AND RULES AND REGULATIONS PRIOR TO SIGNING THIS RENTAL AGREEMENT. RESIDENT BINDS HIMSELF TO FULLY ABIDE BY THIS RENTAL AGREEMENT AND SAID RULES AND REGULATIONS.

We, the undersigned, the TENANT(s) of space. ____ do hereby agree to abide by the terms and conditions of this Rental Agreement.

Dated this ____ day of _____, 19____.

WITNESS

TENANT/LESSEE

WITNESS

TENANT/LESSEE

LANDLORD/LESSOR/AGENT

**NOTICE OF APPROVED AMENDMENT TO PROSPECTUS DOCUMENTS
and 90-DAY NOTICE OF CHANGE IN RULES AND REGULATIONS**

TO: Home Owners of Northgate Mobile Home Park ("Park" or "Community")

FROM: Community Management

DATE: July 9, 2010

RE: Amendment to Prospectus Documents
and 90-Day Notice of Change in Rules and Regulations
Prospectus I.D. Number: PRMZ001156- P2

Pursuant to section 723.037, Florida Statutes, and Rule 61B-30.002(10), Florida Administrative Code, this serves as a notice of approved amendments to the prospectus documents and a 90-day notice of a change in the rules and regulations for the above-referenced community. These amendments include:

1. Revisions to the P2 prospectus and rental agreement to: update the first statement on first page of prospectus; update the person authorized to receive notices and demands; update fire safety code references; update pool capacity; revise management provision regarding emergencies; update water, sewer and gas disclosures and update utility providers; insert mandatory definition of proportionate share; delete unnecessary water and sewer disclosures; correct the name of the community owner; update rental agreement signature blocks; and
2. Revisions to the Rules and Regulations to: update language regarding age; update antenna restrictions; add dangerous dog breed language and leash requirements; update clubhouse rules; update trash and garbage rules; update gas disclosures; add a "business" rule; and update eviction provisions.

The amendments to the rental agreement and prospectus became valid on June 18, 2010 (item 1 listed above) which is the date of approval by the State of Florida, Department of Business and Professional Regulation. The amendments to the rules and regulations (item 2 listed above) will become effective on October 7, 2010, a minimum of 90 days from the date of this notice.

The specific changes to the prospectuses, rental agreements and the rules and regulations are provided below (new text is double-underlined; deleted text is stricken-through). Please attach a copy of these changes to your prospectus, rental agreement, and rules and regulations for future reference.

The P2 Prospectus is amended as follows:

NORTHGATE MOBILE HOME PARK

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.

2. ...
3. ...
4. ...
...

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the park owner's behalf:

Gary Venderwalker

Park Manager

3277 1st Avenue

Mims, Florida 32754

The owner and management of Northgate Mobile Home Park are referred to herein as "Park Owner."

...

III. PARK PROPERTY DESCRIPTION

...

B. Setback and Minimum Separation Distance Requirements

...

Pursuant to Rules 69A-42.005 and 69A-3.012, Florida Administrative Code, the State Fire Marshal has adopted NFPA 501A (2003) for manufactured housing communities. This code sets forth minimum separation and setback requirements between Manufactured Homes as follows: Pursuant to Section 4A-42.005, Florida Administrative Code, the State Fire Marshal has adopted the code of the National Fire Protection Association. This code sets forth minimum separation distance requirements between manufactured homes as follows:

4-2.1 Fire Safety Separation Requirements

6.2.1.1. 4-2.1.1 Any ~~No~~ portion of a manufactured home, excluding the tongue, shall not be located closer than ~~10 ft. (3 m)~~ 3 m (10 ft) side to side, ~~8 ft. (2.4 m)~~ 2.4 m (8 ft) end to side, or ~~6 ft. (1.8 m)~~ 1.8 m (6 ft) end to end horizontally from any other Manufactured Home or Community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials that will provide a ~~one-hour~~ 1-hour fire resistance rating or the structures are separated by a ~~one-hour~~ 1-hour fire-rated barrier. (See 4-4.1)

4-4 Accessory Building or Structure Fire Safety Requirements

6.4.1.1. 4-4.1 Setback Requirements: Accessory buildings or structures shall be permitted to be located immediately adjacent to a site line ~~where~~ when constructed entirely of materials that do not support combustion and provided that such buildings or structures are not less than ~~3 ft. (0.9 m)~~ 0.9 m (3 ft) from an accessory building or structure on an adjacent site.

6.4.1.2. An accessory building or structure constructed of combustible materials shall be located ~~no not~~ closer than ~~5 ft. (1.5 m)~~ 1.5 m (5 ft) from the site line of an adjoining site

...

IV. RECREATIONAL AND COMMON FACILITIES

...

B. Swimming Pool(s)

The park has one swimming pool next to the clubhouse (see Exhibit A for location). The pool is approximately 50 ft. by 25 ft. in size and varies from approximately 3 ft. to approximately 8 ft. in depth. It is surrounded by a deck of approximately 1700 sq. feet. The pool has a capacity of 16 25 persons and is unheated.

...

V. PARK MANAGEMENT AND MAINTENANCE

... All questions and problems concerning park operations should be directed to the Park Manager during normal office hours. For urgent park operations concerns that cannot wait until normal business hours, telephone calls to the Park Manager will be forwarded to a responsible Management representative. However, Residents should dial 911 – not the Manager – regarding emergencies that involve imminent harm to a Resident's health, safety or welfare or imminent harm to Resident's home or Park property. Emergencies may be reported at any time.

...

VII. UTILITIES AND OTHER SERVICES

<u>TYPE OF SERVICE</u>	<u>PERSON OR ENTITY FURNISHING SERVICE</u>	<u>MANNER PROVIDED</u>
Water Supply	Park <u>Northgate Utilities, Inc.</u>	The charge for this utility is not included in lot rental amount. <u>The utility provider is a private corporation whose officers are related to the officers of the park owner corporation. The utility provider will directly bill the Resident for water service based on individually-metered usage, plus a pro-rata share of any other water costs charged by the utility regardless of usage.</u> Water is provided by a private well via underground lines.
Sewage Disposal	Park <u>Northgate Utilities, Inc.</u>	The charge for this utility is not included in lot rental amount. <u>The utility provider is a private corporation whose officers are related to the officers of the park owner corporation. The utility provider will directly bill the Resident based on individually-metered usage, plus a pro-rata share of any other water costs charged by the utility regardless of usage.</u> Sewage is disposed of by a <u>private</u> park sewage treatment system.
Waste Disposal (trash & garbage collection)	Park <u>Waste Management</u>	The charge for this utility is included in <u>base rent</u> lot rental amount. Waste disposal is provided by curbside pick-up.
Cable TV	<u>Space Coast Cable-Vision</u>	...

BrightHouse Networks

Electricity Florida Power & Light Co.

Gas ~~Suburban Propane Co.~~ None. There are currently no gas lines serving the park and no known gas provider. If gas become available in the future, the ~~The~~ charge for this utility is will not be included in lot rental amount. If available in the future, gas is will be provided through private lines of the gas company; in that case, Residents will have to contract individually with the gas company for this service.

Storm Drainage Park The charge for this utility is included in base rent lot rental amount.

CHANGES TO UTILITIES AND OTHER SERVICES: The description of the utilities and other service set forth above reflects the manner in which such services are provided and charged as of the Filing Date. . . . ~~The Park Owner may also include a separate charge for actual maintenance costs and an administrative charge for water distribution as authorized by Section 723.045, Florida Statutes, as amended. . . .~~

Waste disposal, storm drainage costs, and electricity for common areas are included in the base rent lot rental amount as of the Filing Date. . . .

VIII. INCREASES IN RENT AND OTHER CHARGES

LOT RENTAL AMOUNT

... A. Base Rent

... B. Special Use Fees

... ~~10. Water and Sewer~~
Fee: \$_____

~~A separate monthly charge for maintenance and administration of the water system.~~

~~11. Water and Sewer~~
Usage Fee: \$_____

~~Based upon actual consumption. This fee is collected on a bi-monthly basis.~~

[Renumber following sections, needed.]

...

C. Pass-through Charges

The mobile home owner will be responsible for payment of pass-through charges which is the home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a proportionate share pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a home owner by the total number of leased mobile home spaces in the park. The homeowner's proportionate share of pass-through charges shall be calculated by dividing equally among the affected developed lots in the Park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements servicing the recreational and common areas and all affected developed lots in the Park.

D. Government or Utility Charges

... The "pass on" charges may be assessed more often than annually and will be assessed to the mobile home owner on a metered basis, based on actual usage, or on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a home owner by the total number of leased mobile home spaces in the park.

The P2 Rules and Regulations are amended as follows:

3. FIFTY-FIVE AND OLDER COMMUNITY OLDER PERSONS PARK

This Community is intended and operated for occupancy by persons 55 years of age and older and, as such, adheres to the requirements of the Housing for Older Persons Act of 1995. In accordance with the Federal Fair Housing Act of 1988, this Park is intended and operated as an "important housing opportunity for older person." Under the Act, those persons age 55 and over are defined as "older persons." Consequently, at least 80 percent of the occupied units must be occupied by at least one person who is 55 years of age or older as of the date of occupancy. The park is intended to be reserved exclusively for those residents age 55 and over, with certain exception as allowed by the Act. As an older persons park, we provide certain facilities and amenities designed to enhance the lifestyle of persons age 55 and over. Additionally, this designation is made to offer an important housing opportunity for those persons 55 and over in the local housing market.

At the time of application for initial residency, or upon demand of Management, all prospective residents and all existing residents shall be required to produce for inspection and copying, one of the following age verification documents: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of a household over the age of 18, asserting the age of the persons residing therein. All prospective residents will be screened for admission to the park under

~~this Rule, and at least one person per lot must be 55 or older as of the date of application for residency. No applications will be accepted without proof of age in the form of a valid driver's license, birth certificate or passport.~~

~~Under the Act, Management, in its sole discretion, may make certain exception to the requirement that at least one resident per lot be over 55. The minimum age for residency in the Park is 50. However, Management reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of this Rule (for example, a handicapped dependent who is a member of the resident's immediate family or the spouse of a deceased resident) so long as 80 percent of all occupied homes are occupied by at least one person who is 55 years of age or older.~~

~~On January 1st of each even numbered year, all existing residents shall be required to provide the names and ages of all current persons residing in the home, in writing, to Management. Failure to provide the written resident documentation shall constitute a violation of these Rules and Regulations and the resident may be subject to eviction pursuant to Section 723.061, Florida Statutes.~~

~~In the event that a Resident gives birth or adopts or otherwise obtains custody of a minor child while a Resident, Resident agrees to move from the Park within six (6) months from the date of birth, adoption or custody.~~

...
5. CHILDREN

5.1 All residents are responsible for the children visiting them. Children must be under the adult supervision of a resident host at all times and must not be permitted to disturb other residents, damage property, or play in neighbor's yards or on their patios without permission from said neighbor. ...

...
6. EXISTING MOBILE HOMES
...

6.5 ~~Antennas: Cable television is available in the Park. Any antennas or sending and receiving apparatus shall be attached to the mobile home or mobile home site. Any equipment that interferes with neighboring reception is prohibited.~~

~~No antennas or outdoor reception devices shall in any way be attached to or protruding from any manufactured home or manufactured home site, except small DBS satellite dishes less than one meter in diameter (39 inches) and broadcast TV antennas (over-the-air and multichannel multipoint antennas). All other outdoor reception devices are prohibited. Further, any equipment that interferes with neighboring reception is prohibited. Prior written permission from Management must be obtained before installation of any kind of approved outdoor reception device (DBS satellite dish or broadcast TV antenna) to ensure that the device is located in conformance with the aesthetic standards of the Community. Devices that are no longer in use should be removed.~~

~~To maintain an attractive community, satellite dishes or broadcast TV antennas must be installed in an inconspicuous location on the rear of the home or in a location that is not visible from the street. If such placement sufficiently impairs the quality of reception, the dish or antenna may be installed on the home or home site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. However, due to concerns over~~

possible damage to underground utilities, prior written approval from management is required for the placement of a satellite dish or broadcast TV antenna on the home site. Resident is prohibited from installing satellite dishes or broadcast TV antennas outside the Resident's home site.

Due to safety concerns posed by winds and the risk of falling outdoor reception devices and masts, these items together may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline. Additionally, approved outdoor reception devices shall not be installed nearer to a home site boundary than the combined height of the mast and reception device. Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance, or use of the reception device.

...

13. PETS

13.1 Pet Registration: Every resident pet owner must register the pet with the Park Manager. Only one (1) generally accepted domestic pet which has been approved and registered by the Park Manager and that does not exceed 25 pounds at full growth is allowed in the Park. The following breeds are not permitted under any circumstances, regardless of whether prior approval for the same has been acquired: Doberman Pinschers, German Shepherds, Rottweilers, Pit Bulls, Staffordshire Bull Terriers, Chow Chows, Akitas, wolf/dog mixes, any dog which is a mix of the above breeds, or any dog that exhibits aggressive behavior.

13.2 Leashes: Pet must be kept inside the home or on a standard the leash with the resident at all times. A "standard" leash for purposes of this Rule is one that is no longer than six (6) feet when fully extended. The use of retractable, extendable or accordion-like leashes is prohibited; such leashes are not "standard" leashes. While the pet is outside, resident shall be responsible for cleaning up all pet waste any cleanup needed.

...

14. RECREATIONAL AND OTHER FACILITIES

14.1 The Clubhouse is provided for the use of adult residents (i.e., it is not provided for the use of children or other guests). Children and other guests are allowed only if accompanied by a resident host an adult resident.

...

14.2 Swimming pool: The pool is generally open from 9:00 a.m. to sundown 9:00 p.m. Children under the age of 13 must be accompanied by a resident host an adult resident. ...

...

17. REFUSE

All trash, garbage, and refuse must be placed in plastic trash bags, and tied securely, and placed in a covered container. Trash containers must be placed at curbside on the mornings of trash pick-up, which are set by the utility provider, but shall not be placed at curbside earlier than 24 hours before pickup time by 8:45 a.m. only on the mornings of trash pick-up which are Tuesdays and Fridays. At all other times, trash should be kept in an inconspicuous place and in covered containers.

...

18. UTILITIES

...

18.4. Resident's Maintenance Responsibility:

...

d. ~~Gas~~ Gas lines from the meter to the mobile home.

19. SOLICITING

All solicitation, commercial or otherwise, is banned with the exception that Park residents have the right to canvass and solicit as allowed pursuant to Section 723.054, Florida Statutes.

20. BUSINESS

No business or commercial enterprises shall be permitted to be operated by any Resident, or any guest or invitee of any Resident, within the Park and no advertising signs may be posted on the Resident's lot or home. Babysitting for compensation is a commercial enterprise and is prohibited within the Park except by written consent of Management. Babysitting which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Park is allowed; however, if complaints about such babysitting activities are received by Management, it reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Resident(s). A "business" also includes any commercial enterprise which: (i) is required to be licensed by local or State law; (ii) requires traffic from outside the Park to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of Residents; (v) interferes with the safe, pleasant, and enjoyable use of the Park by any of its Residents; or (vi) involves the purchase of a home or of any interest in a home for the purpose of resale, leasing, subleasing, renting or other business use.

[Renumber following sections.]

23. EVICTION

A mobile home owner, tenant, occupant, or a mobile home may be evicted from this Park only on one or more of the grounds listed in Chapter 723, Florida Statutes, or its successor statute. The grounds applicable on the Filing Date are set forth below:

23.4. Change in Land Use. Change in use of the land comprising the mobile home park, or the portion thereof from which mobile homes are to be evicted, from mobile home lot rentals to some other use, provided all tenants affected are given at least six (6) months' ~~one (1)-year's~~ notice of the projected change of use and of their need to secure other accommodations.

23.5. Failure to become qualified to be a resident. Failure of the purchaser, prospective tenant, or occupant of a mobile home situated in the mobile home park to be qualified as, and to obtain approval to become, a tenant or occupant of the home, if such approval is required by a properly promulgated rule.

The P2 lot rental agreement is amended as follows:

EXHIBIT C
RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this _____ day of _____, _____, by and between NORTHGATE PROPERTIES INC OF TITUSVILLE, a Florida for-profit corporation d/b/a NORTHGATE MOBILE HOME PARK and

d/b/a NORTHGATE MOBILE RANCH & TRAVEL PARK, hereinafter referred to as "LANDLORD", and _____, hereinafter referred to as "TENANT(s)".

4. NOTICES. Any Notice under this RENTAL AGREEMENT shall be sent to the LANDLORD at the address specified in the prospectus, as amended. The TENANT(s) hereby designate the following as the address for receipt of all Notices under this RENTAL AGREEMENT and the Prospectus:

~~Northgate Properties, Inc.~~
Resident's Name and Lot Number
NORTHGATE MOBILE RANCH & TRAVEL PARK
3277 First Ave.
Mims, Florida 32754

5. ~~Currently As of the filing date of the Prospectus~~, the following services are included within base rent without separate charge to TENANT(s): waste disposal, storm drainage costs, and electricity for common areas. TENANT is separately and individually responsible for: water supply, sewage disposal, cable T.V., electricity, and gas, if available. LANDLORD reserves the right to change and charge for any of these services as specified in the prospectus.

6. In addition to the base rent, TENANT(s) agrees to pay the following other charges which will be part of the total monthly lot rental amount, to wit:

A. Special Use Fees – Special use fees that the mobile home owner will be responsible for include:

10. ~~Water and Sewer~~
Fee:

\$ _____

~~A separate monthly charge for maintenance and administration of the water system.~~

11. ~~Water and Sewer~~
Usage Fee:

\$ _____

~~Based upon actual consumption. This fee is collected on a bi-monthly basis.~~

[Renumber following sections, as needed.]

B. Pass-through Charges

The mobile home owner will be responsible for payment of pass-through charges which is the home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a proportionate share ~~pro rata~~ basis. ~~The pro rata share will be~~

determined by dividing the number of mobile home spaces leased by a home owner by the total number of leased mobile home spaces in the Park. The homeowner's proportionate share of pass-through charges shall be calculated by dividing equally among the affected developed lots in the Park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements servicing the recreational and common areas and all affected developed lots in the Park.

C. Government or Utility Charges

... The "pass on" charges may be assessed more often than annually and will be assessed to the mobile home owner on a metered basis, based on actual usage, or on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a home owner by the total number of leased mobile home spaces in the park.

... 12. LANDLORD may evict a mobile home owner, mobile home TENANT(s), mobile home occupant, or a mobile home only for the reasons specified in the Prospectus and Park Rules; both of which are incorporated herein by reference. (See Rule 23 of the Rules and Regulations for a full explanation.)

... We, the undersigned, the TENANT(s) of space _____, do hereby agree to abide by the terms and conditions of this Rental Agreement.

Dated this _____ day of _____, 20_____.

WITNESSES:

TENANTS:

WITNESS to First Tenant

First Tenant TENANT/LESSEE

WITNESS to First Tenant

WITNESS to Second Tenant

Second Tenant TENANT/LESSEE

WITNESS to Second Tenant

LANDLORD:

WITNESS to Landlord

By: _____
LANDLORD/LESSOR/AGENT

WITNESS to Landlord

...

The amendments will affect all home owners in the park and all home owners are receiving a copy of this memorandum. If you would like a copy of your prospectus with all of the various amendments integrated into the document, please come by the Park Office to pick up your integrated prospectus. The board of directors of the homeowners' association, if any, is also receiving a copy of this notice. If you wish to determine the names and addresses of the individuals who will be receiving this notice in addition to you, the Community Office shall make the names and addresses available upon request.

02/01/2025

Northgate RV Park Policies & Guidelines

Lots 66 - 79 When parking your RV, please **pull through to the end or just past the end of the pad.** Your parking space for your vehicle is located directly across the pad, in the back of the neighboring RV. The pad is shared 50/50. Do NOT park any vehicles, including motorcycles, on top of the concrete pad.

1. Effective January 1, 2024 No units over 15 years old will be allowed to move onto any RV site. You will be required to present a copy of your registration and or title, and have a working bathroom. Electricity up \$125 is included in your rent, any overages you are responsible for.
2. Units must be kept clean and clear of debris. Washing of your unit is allowed on site.
3. Clotheslines allowed on sites, if concealed from view. Temporary/Seasonal Residents may use clotheslines locate at the Laundry / Bathhouse.
4. All landscaping ornaments, hanging plants, pots, etc. must be removed and stored within your trailer when leaving for any length of time. This includes water hoses, doormats, wind chimes, occasional chairs, bicycles, fishing poles, fishing nets, lawn mowers. Nothing should be left outside that could take flight during a wind storm or creates an obstacle for mowing and line trimming around your units. Temporary/Seasonal residents should leave the lot clear of debris.
5. No digging of any type should be done. You must get approval from the management. This includes but not limited to the following; ground rods, posts, tie downs, flagpoles, TV reception antennas on poles, trees, plants or shrubs. Anything put in the ground becomes the property of the park and we have the right to remove or cut as necessary.
6. Only 1 auto is allowed per site with the exception of those that have room for 2 and must be off the street and in working condition. *Boats, Tent Campers, and Motorcycle/Utility Trailers* are not allowed to be parked at your site. They may be stored in the storage yard for a fee of \$2.00 per foot per month plus tax.
7. No outside refrigerators, freezers, washers, dryers or trashcans, they must be enclosed in your trailer. **No Sheds** of any kind, no outside storage cabinets (especially plastic) are allowed on your lot.
8. No automobile repairs allowed that require a hoist or jacking up the vehicle, except to change a flat tire.
9. No excess building materials or accumulation of misc. personal effects can be kept outside, including power and hand yard tools.
10. No freestanding outside canopies or sunshades allowed.
11. **No Wood Fires of Any Kind** | Gas and charcoal grills are permitted.
12. A tenant/guest cannot rent their unit to others in their absence. A tenant/guest cannot rent a room to any one (no subletting or roommates).
A total of 2 persons per unit are allowed. Additional persons must pay a higher rent accordingly. Currently an extra person is \$80 per month.

02/01/2025

13. The Electric Pedestals are park property. Do not attempt to work on them. Contact the office. You are responsible from your connection at the pedestal and into your unit
14. The park provides a water connection with a shutoff. After the shutoff valve or hose bib it is your responsibility. Please correct any leaks you may have. Contact the office if you notice or have a leak that is the parks responsibility.
15. We reserve the right to refuse admittance for Temporary/Seasonal tenants. References may be required and checked before being approved. Applicant must be considered desirable and compatible with other residents of the park.

Conduct

1. **Obey Speed Limit and Stop Signs.** RV Section 5 mph, MHP 15 mph, Subdivision 20 mph.
2. Motorcycles must enter & exit the park as quietly as possible.
3. Quiet hours are 10pm to 8am, with exception of scheduled Clubhouse activity.
4. Please respect each other's personal space. Do not walk/cut thru between units when walking; stay on the sidewalks and roadways.
5. **No soliciting in the park.** If solicited, ask them to leave. No trespassing, and No soliciting signs are posted in the park. You should call the Sheriff immediately. Whatever happens, telling the owners the next day doesn't help make us safer!!
6. **Any aggressive or rude behavior will be not tolerated also annoying loud parties, TV's, stereos and offensive language.**
7. Do not discard trash or cigarette butts on the ground.

Pets

1. Pets should be on a leash always (no longer than 6 feet). Retracting leashes should not be let out more than 6 feet, and pets should be on the same side of the road as owners.
2. All pets should be kept quiet (no excessive barking) with special arrangements made when the owners leave their pets unattended.
3. **No outdoor cats.** This is a Brevard County Ordinance 14-59
4. Owners must pick up waste from their pets. Bag it and throw it in the dumpster, **not** the waste receptacle in the laundry, bath house, or clubhouse. Owners walking pets at night must carry a flashlight to pickup after them. Ord. 14-59
5. No outside fences or pens allowed, and no pets tied outside, unattended.

02/01/2025

Pool Policy

You must have current bands to use the pool, available in the office with a \$25 cash deposit. Please observe our pool policy, copies avail. in the office. But note the following; all guests must be accompanied by the resident. Residents are responsible for registering their pool guest prior to their use of the pool, and are responsible for their behavior. Do not enter the Clubhouse wearing wet bathing suits. Bathrooms are provided at the laundry. Hours are posted on signs.

Trash

1. All trash should be discarded in the dumpsters out in the front parking lot. **Do Not** discard your trash in the bins at the Clubhouse, these are reserved for clubhouse activities. **No mattresses, construction materials or furniture! These must be taken to the transfer station on South St. (Rt 405)** Currently the RV section does not have recycling.

Club House, Bath House, Laundry & Patio

1. Club House, Bath House, Laundry and patio are **smoke free**. Please use the smoke stands near all buildings. Do not discard your cigarette butts on the ground. If the cigarette butt receptacles are not convenient for your use, discard your cigarette butts at your unit in your own trash.
2. **Please open and close doors by hand as not to let the wind catch them.** Keep Bathhouse men's and ladies room doors locked. Do not let the bath house doors slam shut.
3. Please do not leave any donations of unwanted items in Clubhouse or Laundry. Take to the Salvation Army, Goodwill, or SPCA.
4. No use of the cook top or oven in the clubhouse is allowed (by order of the fire marshal).
5. The Clubhouse is only open during office hours. With exception, the Patio Area is open until 8pm for those accessing the WIFI, library or playing cards. The Patio room is also open Sat. & Sun. 9am-8pm. No children. Guest should be accompanied by tenant.
6. A land line phone is provided in the patio room for emergency (911) calls.
7. Please bring your own mugs, drink holders for our Coffee, and clubhouse activities.
8. Patio / library and laundry hours are 9am to 8pm. Also check patio room for misdirected packages. Note these buildings close promptly at 8pm.
9. Current NG / SG Bathhouse codes are: Ladies - **6497** Mens - **6467** Please do not Share or post these codes.

02/01/2025

Business Practices & Policies

The park office is open 9am – 4pm Mon. thru Thurs. & 9am – 3pm Fridays. The mail slot in front of the office is always open for your convenience.

Rent is due on the day you arrive and on that date thereafter. We must have an email address to send the link for you to sign up for web payments.

You may have your mail sent to you here by getting a mailbox key from the office with a **\$25 cash** deposit and use Address: 3277 1st Ave Lot #___ (important to put your # on) Mims FL 32754

Security

1 The park owners & management are not responsible for your personal safety or the security of your property. We are not liable for accident or injury to life or property and not responsible for loss or damage caused by fire, theft, or act of God. Residents, Temporary/Seasonal residents, and all visitors use park facilities at their own risk.

2 Keep your resident doors locked when you are away, autos should always be locked when parked at your residence, clubhouse, laundry or pool.

3 **If you suspect or know that someone has broken the law, contact the authorities immediately, (sheriff or police).** We can't enforce the law, but can communicate with other residents, and warn them when there's a problem. Please inform the office after you have reported a crime. If there is a **problem**, don't hesitate to **call 911** or for non-emergency # **321-264-5100**

Schedule 2
Personal Property

- 1) All personal property currently existing on the Property excluding the items listed on Schedule 2(a).

Schedule 2(a)
Excluded Property

1. All cash, cash equivalents and bank accounts.
2. All notes and other rights to payment or refund, excluding only the rents described in Section 8.4.3 and any insurance proceeds or condemnation proceeds to be assigned to Purchaser under Article 9.
3. 2023 Audi SQ7 owned by Northgate Mobile Ranch, LLC and Lester Grooms.
4. Personal Property of Lester and Kim Grooms in storage building consisting of Craftsman rollaway toolbox, Segway, wheelchair and 2-wheel hand truck.
5. Three (3) Dell Latitude 5520 Laptops owned by Lester, Kim and Alex Grooms.

Schedule 3
Service Contracts

1. Biometric Utility Consultants, Inc. – Water and Sewer Plant Monthly Service.

Schedule 4
Property Information

#	Item
1	Title Insurance Commitment/ History and hardcopies of all recorded instruments
2	All written documentation pertaining to all grading, utilities, common area facilities
3	Schedule of Active and Pending Litigation and/or Government Claims
4	Legal Descriptions of Property & Parcels of Land
5	Copies of all community level violations and notices (DOH, DEP, etc.)

B. THIRD PARTY REPORTS

#	Item
6	Existing Engineering Report
7	Existing Phase I Environmental Report
8	Existing Appraisal Report
9	Existing Zoning Report
10	Existing Termite Inspection Report
11	Existing Any other physical reports in the Seller's possession
12	Existing ALTA Survey
13	Flood hazard certificates
14	Pest Control Reports
15	Zoning Compliance Letters, Permits, Easements, Variances, etc.
16	Flood Inspection Report
17	Sewer Plant Records and Readings (if applicable)
18	Water Well Tests and Compliance Records (If applicable)
19	Most recent Owner's Policy of Title Insurance issued in favor of Seller
20	Site plan and drawings and maps of the park and infrastructure and size of lots

#	Licenses, & Permits
21	Health Dept Operating Permit
22	DBPR License
23	Local Business Tax (City)
24	Local Business Tax (County)
25	Planning & Zoning Certificate of Use
26	FDEP WWTP Permit

C. PROPERTY/OPERATIONS ITEMS

#	Item
27	Current Rent Roll

28	Rent Rolls (Jan - Mar 2025)
29	Rent Rolls (2024)
30	Delinquency/Aged Receivables Report (current month)
31	Delinquency/Aged Receivables Report (prior 24 months)
32	Service Contracts (laundry, vending, cable, etc.
33	List of all vendors (plumbing, electrical, minor repairs, road work, etc.)
34	Schedule of Current Staff and Wages, and all Personnel Files
35	Loss Runs History Report / Pending Insurance Claims (if any)
36	Insurance Policy
37	Rent Increase Notifications
38	Property Tax Bills (2024)
39	Current Prospectus
40	Upcoming future RV reservations
41	Access to all reports in any campground system
42	Community events calendar, schedules and contacts for coordinators
43	3 years of RV rate sheets
44	Lot sizes
45	Electrical amperage inventory
46	Recent Inspections
47	Copies of all tenant leases
48	Schedule of pending evictions and tenant notices to vacate
49	Community Map
50	Rules & Regulations
51	Schedule of Utility Collections
52	Tenant Demographic Info (Age, Sex, Ethnicity, Employer, Household Income, etc.)
53	Standard Lease
54	Form Rent Increase Letter
55	Form Tax Pass-Thru Letter
56	Balance Sheet

D. FINANCIAL ITEMS

#	Item
57	Current T12 Operating Statement (Jan - Mar)
58	2024 Operating Statement
59	2023 Operating Statement

- 60 General Ledger (Jan 2024 - Mar 2025)
- 61 Bank Statements (Jan 2024 - Mar 2025)
- 62 Historical Occupancy Schedule (Jan 2024 - Mar 2025)
- 63 Utility Bills Showcasing the following information (12 months)

Utilities

Water
Sewer
Storm Water
Electric
Trash - Waste
Trash - Recycling
Phone
Internet & TV

E. PROPERTY

- | # | Item |
|----|---------------------------------------------------------------------------------------|
| 64 | List of all Tangible Personal Property (maintenance equipment, office supplies, etc.) |
| 65 | Photographs of the Property and Park-Owned Home(s) |
| 66 | List of all Park-Owned Homes |
| 67 | Park-Owned Home Certificate of Title and Registration |
| 68 | List of Leased Assets (Trucks, Laundry Machines, etc.) |
| 69 | Equipment Warranties |
| 70 | List of all Park-Owned Homes that are Rent-to-Own |

Schedule 5
Rent Roll

1. The residents of the “subdivision” are sold water and sewer services from the Property and allowed to participate in the community activities operated on the Property. Additionally, the subdivision residents are allowed to by a 1-year pass for \$300.00 that gives them a license to use the swimming pool on the Property.
2. The Titusville Moose Lodge #1962 to the north of the Property purchases water from the Property.
3. The “Sodfather” business to the north of the Property has a waterline connection served by the Property and is provided with water for its bathroom facilities free of charge.
4. See March, 2025 Rent Roll attached.

NORTHGATE MOBILE RANCH LLC

Loan # 320570057

MARCH 2025 RENT ROLL FOR MOBILE HOME PARK

Rent Tier	# of lots	Vacant	Rate	Total
S	1		\$0.00	
I	131	5	\$590.00	\$77,290.00
II	16		\$620.00	\$9,920.00
III	19		\$650.00	\$12,350.00
Total	167	5		\$99,560.00

NORTHGATE MOBILE RANCH LLC

Loan # 320570057

March 2025 RENT ROLL FOR NORTHGATE RV SECTION

	VACANT	VACANT	OCCUPIED	OCCUPIED	TEMP SITE	TEMP RATE	TEMP SITE	TEMP RATE
Lot #	2	81C			81A	\$795.00	70	\$855.00
Lot #	5	81E			81B	\$795.00	72	
Lot #	11	81F			81D	\$795.00	73	
Lot #	13	81G			82	\$795.00	75	
Lot #	14	81H					77	
Lot #	15	81I					78	
Lot #	17	81J					79	
Lot #	18						95	
Lot #	19				TOTAL	\$3180-	98	
Lot #	21						105	8550-
Lot #	26				1	\$855.00	100 @ 855-	
Lot #	31				3		TOTAL	21,375-
Lot #	32				23			
Lot #	34				27		20	\$955.00
Lot #	42				28		22	
Lot #	47				33		24	
Lot #	48				36		25	
Lot #	50				41		51	
Lot #	56				43		67	
Lot #	58				45		74	
Lot #	59				54		70 @ 955	
Lot #	64				57		TOTAL	\$6,685-
Lot #	80				66			
Lot #	83				68		93	\$1,095.00
Lot #	84				69			
Lot #	86				15 @ 855	12,825-	35	\$1,195.00
Lot #	85							
Lot #	87						38	\$1,295.00
Lot #	88						49	\$1,295.00
Lot #	89						102	\$1,295.00
Lot #	91							
Lot #	94							
Lot #	97		LEGACY					
Lot #	99							
Lot #	107		30 X 600				65	\$1,395.00
TOTALS	(35)	(7)	#####	18,000-				

TOTAL #####

36 % vacancy

\$56,810
TOTAL RV SALES

Schedule 5.1.10
Certain Property Information



DUE DILIGENCE CHECKLIST

C. PROPERTY/OPERATIONS ITEMS

#	Item
27	Current Rent Roll
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29	Rent Rolls (2024)
30	Delinquency/Aged Receivables Report (current month)
31	Delinquency/Aged Receivables Report (prior 24 months)
33	Service Contracts (laundry, vending, cable, etc.
41	Upcoming future RV reservations

D. FINANCIAL ITEMS

#	Item
58	Current T12 Operating Statement (Jan - Mar)
59	2024 Operating Statement
60	2023 Operating Statement
61	General Ledger (Jan 2024 - Mar 2025)
62	Bank Statements (Jan 2024 - Mar 2025)
64	Historical Occupancy Schedule (Jan 2024 - Mar 2025)
65	Utility Bills Showcasing the following information (12 months)

Schedule 5.1.12
Tenant Agreements

1. [to be provided]

Exhibit A
Legal Description

Property Address: **3277 1st Avenue, Mims, FL 32754**

PARCEL 1

A part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 6, Township 21 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 21 South, Range 35 East; thence run North 89 degrees 22 minutes 31 seconds East along the South line of the Southeast 1/4 of the Southwest 1/4 of said Section 6, for a distance of 227.50 feet to the Easterly line of a 100.0 foot Florida East Coast Railroad Right-of-Way; thence run North 27 degrees 53 minutes 27 seconds West along said right-of-way line for a distance of 742.64 feet to the Northwest corner of Northgate Mobile Ranch as recorded in Plat Book 20 at Page 127 of the Public Records of Brevard County, Florida; said point being the Point of Beginning and the Southwest corner of the tract herein described; thence continue North 27 degrees 53 minutes 27 seconds West along said Easterly right-of-way line for a distance of 787.22 feet; thence run North 89 degrees 21 minutes 35 seconds East a distance of 472.22 feet; thence run North 00 degrees 41 minutes 05 seconds West a distance of 60.58 feet to the Northwest corner of that land as described in Official Records Book 740 at Page 418 of the Public Records of Brevard County, Florida, thence run North 89 degrees 26 minutes 03 seconds East, a distance of 857.42 feet; thence South 00 degrees 41 minutes 05 seconds East, for a distance of 667.18 feet; to a point on the North line of said Northgate Mobile Ranch; thence run South 89 degrees 26 minutes 03 seconds West along said North line of Northgate Mobile Ranch a distance of 969.45 feet to the Point of Beginning.

PARCEL 2

A part of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 21 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 6; thence North 00 degrees 33 minutes 40 seconds West along the East line of Southwest 1/4 and East line of Northgate Mobile Ranch, as recorded in Plat Book 20, Page 127, of the Public Records of Brevard County, Florida, and its Southerly extension a distance of 117.63 feet to the Point of Beginning of the lands herein described; thence continue along the boundary of said Northgate Mobile Ranch the following five courses and distances; North 00 degrees 49 minutes 40 seconds East, a distance of 7.37 feet; North 11 degrees 10 minutes 34 seconds West a distance of 441.18 feet; South 89 degrees 26 minutes 03 seconds West a distance of 168.73 feet; North 00 degrees 33 minutes 57 seconds West a distance of 100.00 feet; South 89 degrees 26 minutes 03 seconds West a distance of 216.73 feet; thence run North 00 degrees 41 minutes 05 seconds West, a distance of 760.58 feet to the North line of lands described in Official Records Book 737, Page 432, of the Public Records of Brevard County, Florida; thence along the Northerly and Easterly lines of said Official Records Book 737, Page 432 the following three courses and distances; North 89 degrees 23 minutes 36 seconds East a distance of 140.00 feet; South 00 degrees 41 minutes 05 seconds East a distance of 435.18 feet; South 22 degrees 46 minutes 08 seconds East a distance of 150.00 feet to the North line of lands described in Deed Book 360, Page 71; thence North 89 degrees 26 minutes 03 seconds East along said North line a distance of 400.00 feet to the West right-of-way line of U.S. Highway No. 1; thence South 22 degrees 46 minutes 08 seconds East along said Westerly right-of-way line, a distance of 200.00 feet to the Northeast corner of a commercial property; thence South 89 degrees 26 minutes 05 seconds West a distance of 229.11

feet; thence South 00 degrees 33 minutes 57 seconds East a distance of 100.00 feet; thence North 89 degrees 26 minutes 05 seconds East a distance of 270.00 feet to the West right-of-way line of U.S. Highway No. 1; thence South 22 degrees 46 minutes 08 seconds East along said Westerly right-of-way line, a distance of 477.19 feet, to the North line of lands described in Deed Book 364, Page 552; thence South 89 degrees 53 minutes 45 seconds West along said North line, a distance of 426.11 feet to the Point of Beginning.

LESS AND EXCEPT that portion thereof as set forth in Corrective Quit Claim Deed recorded in Official Records Book 6863, Page 2131 of the Public Records of Brevard County, Florida, described as follows:

For a Point of Beginning, commence at the Southeast corner of Lot 8, Block 1, Northgate Mobile Ranch as recorded in Plat Book 20, Page 127 of the Public Records of Brevard County, Florida; thence North 00 degrees 33 minutes 57 seconds West, along the East line of said Lot 8, a distance of 100.00 feet; thence North 89 degrees 26 minutes 03 seconds East, a distance of 6.00 feet; thence South 00 degrees 33 minutes 57 seconds East, parallel with the East line of said Lot 8, a distance of 100.00 feet; thence South 89 degrees 26 minutes 03 seconds West, 6.00 feet to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof as set forth in Quit Claim Deed recorded in Official Records Book 6959, Page 1370 of the Public Records of Brevard County, Florida, described as follows:

Commence at the Southeast corner of Lot 8, Block 1, Northgate Mobile Ranch as recorded in Plat Book 20, Page 127 of the Public Records of Brevard County, Florida; thence North 89 degrees 26 minutes 03 seconds East, along the South line of the lands described in Official Records Book 6863, Page 2131 of the Public Records of Brevard County, Florida, a distance of 6.00 feet to the Point of Beginning; thence North 00 degrees 33 minutes 57 seconds West, along the East line of said Official Records Book 6863, Page 2131, a distance of 100.00 feet; thence North 89 degrees 26 minutes 03 seconds East, a distance of 2.40 feet; thence South 00 degrees 33 minutes 57 seconds East, parallel with the East line of said Official Records Book 6863, Page 2131, a distance of 100.00 feet; thence South 89 degrees 26 minutes 03 seconds West, a distance of 2.40 feet to the Point of Beginning.

PARCEL 3

A part of the South 30 acres of the Southwest 1/4 of Northwest 1/4 East of Railroad and Northwest 1/4 of Southwest 1/4 East of Railroad lying in Section 6, Township 21 South, Range 35 East, Brevard County, Florida, described as follows:

Commencing at the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 6 as the Point of Beginning of lands herein described; thence run South 89 degrees 21 minutes 35 seconds West a distance of 250.00 feet along the North line of Northgate Properties, Inc., of Titusville to a point; thence run North 00 degrees 41 minutes 05 seconds West a distance of 160.58 feet; thence run North 89 degrees 21 minutes 35 seconds East a distance of 250 feet; thence run South 00 degrees 41 minutes 05 seconds East a distance of 100.00 feet to a corner of Northgate Properties, Inc. of Titusville; thence run South 00 degrees 41 minutes 05 seconds East a distance of 60.58 feet to the Point of Beginning.

PARCEL 4

A part of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 21 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 6; thence North 00 degrees 33 minutes 40 seconds West along the East line of the Southwest 1/4 of the East line of Northgate Mobile Ranch, as recorded in Plat Book 20, Page 127, of the Public Records of Brevard County, Florida and it's

Southerly extension a distance of 558.64 feet to the Point of Beginning of the land herein described; thence South 89 degrees 26 minutes 03 seconds West a distance of 23.9 feet; thence North 00 degrees 33 minutes 57 seconds West, a distance of 100.0 feet; thence North 89 degrees 26 minutes 03 seconds East a distance of 229.11 feet to the West right of way line of U.S. Highway No. 1; thence South 22 degrees 46 minutes 08 seconds East along said Westerly right of way line, a distance of 108.21 feet; thence South 89 degrees 26 minutes 03 seconds West a distance of 246.10 feet to the Point of Beginning.

PARCEL 5

Commence at the Southwest corner of the Southeast 1/4 of the Southwest 1/4, Section 6, Township 21 South, Range 35 East, Brevard County, Florida, run thence North 89 degrees 22 minutes 31 seconds East along the South line of said Southeast 1/4 of the Southwest 1/4 for a distance of 227.50 feet to the East right of way line of the Florida East Coast Railroad and Point of Beginning of the lands about to be described; thence continue North 89 degrees 22 minutes 31 seconds East along the South line of said Southeast 1/4 of Southwest 1/4 for a distance of 163.13 feet to a point, run thence North 27 degrees 53 minutes 27 seconds West for a distance of 162.45 feet to a point; thence run South 62 degrees 06 minutes 33 seconds West for a distance of 145.00 feet to a point on the aforementioned right of way line of the Florida East Coast Railroad; run thence South 27 degrees 53 minutes 27 seconds East along said right of way line for a distance of 87.72 feet to the Point of Beginning, LESS and EXCEPT the Southerly 25 feet thereof, ALSO LESS right of way for Broughton Avenue as shown on the plat of Northgate Mobile Ranch as recorded in Plat Book 20, Page 127, Public Records of Brevard County, Florida.

PARCEL 6

A part of the southeast 1/4 of the northeast 1/4 of Section 1, Township 21 South, Range 34 East, Brevard County, Florida, described as follows:

Commence at the Northeast corner of said Section 1; run thence N 88 degrees 45'00" W along the north line of said Section 1, a distance of 1219.69 feet to a point on the easterly Right-of-Way line of the FLORIDA EAST COAST RAILWAY (a 100' R/W); thence S 26 degrees 31'13" E along said easterly Right-of-Way line, 2074.12 feet to the southwesterly corner of Lot 31, QUAIL HAVEN - SECTION TWO, as recorded in Plat Book 31 at Page 25 of the Public Records of Brevard County, Florida, said Point being the Point of Beginning of the lands herein described; thence continue S 26 degrees 31'13" E along said Easterly Right-of-Way line, 606.51 feet to a point on the east line of the aforesaid Section 1; thence N 0 degrees 32'33" E along said east line, 723.76 feet to a point on the southerly boundary of the aforesaid QUAIL HAVEN - SECTION TWO; thence along said southerly boundary, the following three courses and distances: S 63 degrees 28'47" W, 59.23 feet; thence S 26 degrees 31'13" E, 38.00 feet; thence S 63 degrees 28'47" W 270.00 feet to the Point of Beginning. LESS AND EXCEPT an easement along the westerly 45 feet of the above-described lands for drainage purposes.

PARCEL 7

A parcel of land lying in Section 6, Township 21 South, Range 35 East, more particularly described as follows:

Commence at the southeasterly corner of Wood Duck Drive as shown on the Plat of Quail Haven Section 2, Plat Book 31, Page 25, Public Records of Brevard County, Florida., thence for a first course, run S 26 degrees 31 minutes 13 seconds E, a distance of 45.12 feet to the intersection of the southeasterly corner of Lot 30, Quail Haven Section 2, Plat Book 31, Page 25, Public Records of Brevard County, Florida; thence for a second course, run N 88 degrees 46 minutes 35 seconds West, a distance of 26.51 feet to a point on

the East line of Section 6, Township 21 South, Range 35 East; thence for a third course, run north along the west line of said Section 6, a distance of 36.81 feet more or less to the Southerly line of Wood Duck Drive, as shown on the Plat of Quail Haven, Section 2; thence N 63 degrees 28 minutes 47 seconds East along the Southern boundary of Wood Duck Drive, a distance of 6.77 feet more or less to the point of beginning.

PARCEL 8

A parcel of land lying in Section 6, Township 21 South, Range 35 East, more particularly described as follows:

Begin at the Southwest corner of Lot 30, QUAIL HAVEN - SECTION TWO, as recorded in Plat Book 31 at Page 25 of the Public Records of Brevard County, Florida, run THENCE South 88 degrees 46 minutes 35 seconds East, along the South Line of said Lot 30 and the South line of Lot 29, QUAIL HAVEN - SECTION ONE as recorded in Plat Book 29 at Page 68 of the aforesaid Public Records, a distance of 446.88 feet to the Southeast corner of said Lot 29; THENCE South 01 degrees 13 minutes 25 seconds West a distance of 621.54 feet; THENCE North 86 degrees 15 minutes 44 seconds West a distance of 387.02 feet; THENCE South 44 degrees 53 minutes 10 seconds West a distance of 113.81 feet to the point of intersection of the West line of Section 6, Township 21 South, Range 35 East and the Easterly Right-of-Way line of the Florida East Coast Railway (a 100' Right-of-Way); THENCE North 00 degrees 32 minutes 33 seconds East, along said East line of Section 1, a distance of 686.95 feet to a point on the Easterly extension of the Southerly boundary of the aforesaid QUAIL HAVEN SECTION TWO; THENCE South 88 degrees 46 minutes 35 seconds East along said easterly extension a distance of 26.51 feet to the POINT OF BEGINNING.

PARCEL 9

South 30 acres of the SW 1/4 of the NW 1/4 East of Railroad and NW 1/4 of SW 1/4 East of Railroad lying in Section 6, Township 21 South, Range 35 East.

LESS and EXCEPT the following property:

A parcel of land lying in Section 6, Twp 21 South, Range 35 East, more particularly described as follows:

Begin at the SW corner of Lot 30, QUAIL HAVEN - SECTION TWO, as recorded in Plat Book 31, page 25, of the Public Records of Brevard County, Florida, THENCE South 88 degrees, 46'35" East, along the South line of said Lot 30, and the South line of Lot 29, QUAIL HAVEN - SECTION ONE as recorded in Plat Book 29, page 68 of the aforesaid Public Records, a distance of 446.88 feet to the Southeast corner of said Lot 29, THENCE South 01 degrees, 13'25" West a distance of 621.54 feet; thence North 86 degrees, 15'44" West a distance of 387.02 feet; thence South 44 degrees, 53'10" West a distance of 113.81 feet to the Point of intersection of the West line of Section 6, Township 21 South, Range 35 East and the Easterly right-of-way line of the Florida East Coast Railway (a 100' right-of-way); thence North 00 degrees, 32'33" West, along said East line of Section 1, a distance of 686.95 feet to a point on the Easterly extension of the Southerly boundary of the aforesaid QUAIL HAVEN - SECTION TWO; thence South 88 degrees 46'35" East along said easterly extension a distance of 26.51 feet to the POINT OF BEGINNING.

Exhibit B
Deed

PREPARED BY:
Bradley F. White, Esq.
WhiteBird, PLLC
2101 Waverly Place
Melbourne, FL 32901
File No.:5995-00002

AFTER RECORDING RETURN TO:
Parakeet Acquisitions LLC
3191 Grand Avenue #331774
Miami, Florida 33133

PARCEL IDENTIFICATION NUMBERS:
21-35-06-00-509 21-34-01-00-1
21-35-06-00-512 21-35-06-00-279
21-35-06-00-513 21-35-06-00-280
21-35-06-00-521 21-35-06-00-285
21-35-06-00-797

ACTUAL CONSIDERATION: \$16,750,000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective the ____ day of _____, 2025, **Northgate Mobile Ranch, LLC**, a Florida limited liability company (as to Parcel 1 through 5), whose mailing address is 2911 Addison Drive, Melbourne, FL 32940, and **Bovine Farm Pasture, Inc.**, a Florida Corporation (as to Parcel 6 through 9), whose mailing address is 2911 Addison Drive, Melbourne, FL 32940 (collectively, "**Grantor**"), to **Parakeet Acquisitions LLC**, a Delaware limited liability company whose mailing address is 3191 Grand Avenue, #331774, Miami, Florida 33133 ("**Grantee**").

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to Grantee, and to Grantee's respective successors and assigns, forever, all of Grantor's right, title and interest in and to the real property situated and being in Brevard County, Florida, and described in **Exhibit A** attached hereto and made a part hereof (the "**Property**").

TOGETHER WITH all improvements and fixtures situated thereon, including any right, title and interest of Grantor (but without warranty whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way, and all oil, gas and minerals as well as water rights associated with the Property and all and singular the rights, privileges, easements, tenements, hereditaments and appurtenances thereto in anywise belonging.

And the said Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under said Grantor, subject to such encumbrances, conditions, restrictions and easements of record, and taxes for the year 2025 and all subsequent years, although this reference shall not serve to reimpose any of the foregoing.

IN WITNESS WHEREOF, Grantor has duly executed this instrument as of the date first written above.

WITNESSES:

WITNESS

PRINT NAME:_____

2101 Waverly Place, Melbourne, FL 32901

WITNESS

PRINT NAME:_____

2101 Waverly Place, Melbourne, FL 32901

WITNESS

PRINT NAME:_____

2101 Waverly Place, Melbourne, FL 32901

WITNESS

PRINT NAME:_____

2101 Waverly Place, Melbourne, FL 32901

GRANTOR:

Northgate Mobile Ranch, LLC., a Florida limited liability company

By: _____
Lester E. Grooms, Jr., Manager

Bovine Farm Pasture, Inc., a Florida corporation

By: _____
Lester E. Grooms, Jr., President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ____ day of October, 2025, by Lester E. Grooms, Jr., as Manager of Northgate Mobile Ranch, LLC, a Florida limited liability company, on behalf of the company, and by Lester E. Grooms, Jr., as President of Bovine Farm Pasture, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Print, Type/Stamp Name of Notary

EXHIBIT "A"

Property Address: **3277 1st Avenue, Mims, FL 32754**

PARCEL 1

A part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 6, Township 21 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 21 South, Range 35 East; thence run North 89 degrees 22 minutes 31 seconds East along the South line of the Southeast 1/4 of the Southwest 1/4 of said Section 6, for a distance of 227.50 feet to the Easterly line of a 100.0 foot Florida East Coast Railroad Right-of-Way; thence run North 27 degrees 53 minutes 27 seconds West along said right-of-way line for a distance of 742.64 feet to the Northwest corner of Northgate Mobile Ranch as recorded in Plat Book 20 at Page 127 of the Public Records of Brevard County, Florida; said point being the Point of Beginning and the Southwest corner of the tract herein described; thence continue North 27 degrees 53 minutes 27 seconds West along said Easterly right-of-way line for a distance of 787.22 feet; thence run North 89 degrees 21 minutes 35 seconds East a distance of 472.22 feet; thence run North 00 degrees 41 minutes 05 seconds West a distance of 60.58 feet to the Northwest corner of that land as described in Official Records Book 740 at Page 418 of the Public Records of Brevard County, Florida, thence run North 89 degrees 26 minutes 03 seconds East, a distance of 857.42 feet; thence South 00 degrees 41 minutes 05 seconds East, for a distance of 667.18 feet; to a point on the North line of said Northgate Mobile Ranch; thence run South 89 degrees 26 minutes 03 seconds West along said North line of Northgate Mobile Ranch a distance of 969.45 feet to the Point of Beginning.

PARCEL 2

A part of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 21 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 6; thence North 00 degrees 33 minutes 40 seconds West along the East line of Southwest 1/4 and East line of Northgate Mobile Ranch, as recorded in Plat Book 20, Page 127, of the Public Records of Brevard County, Florida, and its Southerly extension a distance of 117.63 feet to the Point of Beginning of the lands herein described; thence continue along the boundary of said Northgate Mobile Ranch the following five courses and distances; North 00 degrees 49 minutes 40 seconds East, a distance of 7.37 feet; North 11 degrees 10 minutes 34 seconds West a distance of 441.18 feet; South 89 degrees 26 minutes 03 seconds West a distance of 168.73 feet; North 00 degrees 33 minutes 57 seconds West a distance of 100.00 feet; South 89 degrees 26 minutes 03 seconds West a distance of 216.73 feet; thence run North 00 degrees 41 minutes 05 seconds West, a distance of 760.58 feet to the North line of lands described in Official Records Book 737, Page 432, of the Public Records of Brevard County, Florida; thence along the Northerly and Easterly lines of said Official Records Book 737, Page 432 the following three courses and distances; North 89 degrees 23 minutes 36 seconds East a distance of 140.00 feet; South 00 degrees 41 minutes 05 seconds East a distance of 435.18 feet; South 22 degrees 46 minutes 08 seconds East a distance of 150.00 feet to the North line of lands described in Deed Book 360, Page 71; thence North 89 degrees 26 minutes 03 seconds East along said North line a distance of 400.00 feet to the West right-of-way line of U.S. Highway No. 1; thence South 22 degrees 46 minutes 08 seconds East along said Westerly right-of-way line, a distance of 200.00 feet to the Northeast corner of a commercial property; thence South 89 degrees 26 minutes 05 seconds West a distance of 229.11 feet; thence South 00 degrees 33 minutes 57 seconds East a distance of 100.00 feet; thence North 89 degrees 26 minutes 05 seconds East a distance of 270.00 feet to the West right-of-way line of U.S. Highway No. 1; thence South 22 degrees 46 minutes 08 seconds East along said Westerly right-of-way line, a distance of

477.19 feet, to the North line of lands described in Deed Book 364, Page 552; thence South 89 degrees 53 minutes 45 seconds West along said North line, a distance of 426.11 feet to the Point of Beginning.

LESS AND EXCEPT that portion thereof as set forth in Corrective Quit Claim Deed recorded in Official Records Book 6863, Page 2131 of the Public Records of Brevard County, Florida, described as follows:

For a Point of Beginning, commence at the Southeast corner of Lot 8, Block 1, Northgate Mobile Ranch as recorded in Plat Book 20, Page 127 of the Public Records of Brevard County, Florida; thence North 00 degrees 33 minutes 57 seconds West, along the East line of said Lot 8, a distance of 100.00 feet; thence North 89 degrees 26 minutes 03 seconds East, a distance of 6.00 feet; thence South 00 degrees 33 minutes 57 seconds East, parallel with the East line of said Lot 8, a distance of 100.00 feet; thence South 89 degrees 26 minutes 03 seconds West, 6.00 feet to the Point of Beginning.

ALSO LESS AND EXCEPT that portion thereof as set forth in Quit Claim Deed recorded in Official Records Book 6959, Page 1370 of the Public Records of Brevard County, Florida, described as follows:

Commence at the Southeast corner of Lot 8, Block 1, Northgate Mobile Ranch as recorded in Plat Book 20, Page 127 of the Public Records of Brevard County, Florida; thence North 89 degrees 26 minutes 03 seconds East, along the South line of the lands described in Official Records Book 6863, Page 2131 of the Public Records of Brevard County, Florida, a distance of 6.00 feet to the Point of Beginning; thence North 00 degrees 33 minutes 57 seconds West, along the East line of said Official Records Book 6863, Page 2131, a distance of 100.00 feet; thence North 89 degrees 26 minutes 03 seconds East, a distance of 2.40 feet; thence South 00 degrees 33 minutes 57 seconds East, parallel with the East line of said Official Records Book 6863, Page 2131, a distance of 100.00 feet; thence South 89 degrees 26 minutes 03 seconds West, a distance of 2.40 feet to the Point of Beginning.

PARCEL 3

A part of the South 30 acres of the Southwest 1/4 of Northwest 1/4 East of Railroad and Northwest 1/4 of Southwest 1/4 East of Railroad lying in Section 6, Township 21 South, Range 35 East, Brevard County, Florida, described as follows:

Commencing at the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 6 as the Point of Beginning of lands herein described; thence run South 89 degrees 21 minutes 35 seconds West a distance of 250.00 feet along the North line of Northgate Properties, Inc., of Titusville to a point; thence run North 00 degrees 41 minutes 05 seconds West a distance of 160.58 feet; thence run North 89 degrees 21 minutes 35 seconds East a distance of 250 feet; thence run South 00 degrees 41 minutes 05 seconds East a distance of 100.00 feet to a corner of Northgate Properties, Inc. of Titusville; thence run South 00 degrees 41 minutes 05 seconds East a distance of 60.58 feet to the Point of Beginning.

PARCEL 4

A part of the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 21 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 6; thence North 00 degrees 33 minutes 40 seconds West along the East line of the Southwest 1/4 of the East line of Northgate Mobile Ranch, as recorded in Plat Book 20, Page 127, of the Public Records of Brevard County, Florida and it's Southerly extension a distance of 558.64 feet to the Point of Beginning of the land herein described; thence South 89 degrees 26 minutes 03 seconds West a distance of 23.9 feet; thence North 00 degrees 33 minutes 57 seconds West, a distance of 100.0 feet; thence North 89 degrees 26 minutes 03 seconds East a distance

of 229.11 feet to the West right of way line of U.S. Highway No. 1; thence South 22 degrees 46 minutes 08 seconds East along said Westerly right of way line, a distance of 108.21 feet; thence South 89 degrees 26 minutes 03 seconds West a distance of 246.10 feet to the Point of Beginning.

PARCEL 5

Commence at the Southwest corner of the Southeast 1/4 of the Southwest 1/4, Section 6, Township 21 South, Range 35 East, Brevard County, Florida, run thence North 89 degrees 22 minutes 31 seconds East along the South line of said Southeast 1/4 of the Southwest 1/4 for a distance of 227.50 feet to the East right of way line of the Florida East Coast Railroad and Point of Beginning of the lands about to be described; thence continue North 89 degrees 22 minutes 31 seconds East along the South line of said Southeast 1/4 of Southwest 1/4 for a distance of 163.13 feet to a point, run thence North 27 degrees 53 minutes 27 seconds West for a distance of 162.45 feet to a point; thence run South 62 degrees 06 minutes 33 seconds West for a distance of 145.00 feet to a point on the aforementioned right of way line of the Florida East Coast Railroad; run thence South 27 degrees 53 minutes 27 seconds East along said right of way line for a distance of 87.72 feet to the Point of Beginning, LESS and EXCEPT the Southerly 25 feet thereof, ALSO LESS right of way for Broughton Avenue as shown on the plat of Northgate Mobile Ranch as recorded in Plat Book 20, Page 127, Public Records of Brevard County, Florida.

PARCEL 6

A part of the southeast 1/4 of the northeast 1/4 of Section 1, Township 21 South, Range 34 East, Brevard County, Florida, described as follows:

Commence at the Northeast corner of said Section 1; run thence N 88 degrees 45'00" W along the north line of said Section 1, a distance of 1219.69 feet to a point on the easterly Right-of-Way line of the FLORIDA EAST COAST RAILWAY (a 100' R/W); thence S 26 degrees 31'13" E along said easterly Right-of-Way line, 2074.12 feet to the southwesterly corner of Lot 31, QUAIL HAVEN - SECTION TWO, as recorded in Plat Book 31 at Page 25 of the Public Records of Brevard County, Florida, said Point being the Point of Beginning of the lands herein described; thence continue S 26 degrees 31'13" E along said Easterly Right-of-Way line, 606.51 feet to a point on the east line of the aforesaid Section 1; thence N 0 degrees 32'33" E along said east line, 723.76 feet to a point on the southerly boundary of the aforesaid QUAIL HAVEN - SECTION TWO; thence along said southerly boundary, the following three courses and distances: S 63 degrees 28'47" W, 59.23 feet; thence S 26 degrees 31'13" E, 38.00 feet; thence S 63 degrees 28'47" W 270.00 feet to the Point of Beginning. LESS AND EXCEPT an easement along the westerly 45 feet of the above-described lands for drainage purposes.

PARCEL 7

A parcel of land lying in Section 6, Township 21 South, Range 35 East, more particularly described as follows:

Commence at the southeasterly corner of Wood Duck Drive as shown on the Plat of Quail Haven Section 2, Plat Book 31, Page 25, Public Records of Brevard County, Florida., thence for a first course, run S 26 degrees 31 minutes 13 seconds E, a distance of 45.12 feet to the intersection of the southeasterly corner of Lot 30, Quail Haven Section 2, Plat Book 31, Page 25, Public Records of Brevard County, Florida; thence for a second course, run N 88 degrees 46 minutes 35 seconds West, a distance of 26.51 feet to a point on the East line of Section 6, Township 21 South, Range 35 East; thence for a third course, run north along the west line of said Section 6, a distance of 36.81 feet more or less to the Southerly line of Wood Duck Drive, as shown on the Plat of Quail Haven, Section 2; thence N 63 degrees 28 minutes 47 seconds East along the

Southern boundary of Wood Duck Drive, a distance of 6.77 feet more or less to the point of beginning.

PARCEL 8

A parcel of land lying in Section 6, Township 21 South, Range 35 East, more particularly described as follows:

Begin at the Southwest corner of Lot 30, QUAIL HAVEN - SECTION TWO, as recorded in Plat Book 31 at Page 25 of the Public Records of Brevard County, Florida, run THENCE South 88 degrees 46 minutes 35 seconds East, along the South Line of said Lot 30 and the South line of Lot 29, QUAIL HAVEN - SECTION ONE as recorded in Plat Book 29 at Page 68 of the aforesaid Public Records, a distance of 446.88 feet to the Southeast corner of said Lot 29; THENCE South 01 degrees 13 minutes 25 seconds West a distance of 621.54 feet; THENCE North 86 degrees 15 minutes 44 seconds West a distance of 387.02 feet; THENCE South 44 degrees 53 minutes 10 seconds West a distance of 113.81 feet to the point of intersection of the West line of Section 6, Township 21 South, Range 35 East and the Easterly Right-of-Way line of the Florida East Coast Railway (a 100' Right-of-Way); THENCE North 00 degrees 32 minutes 33 seconds East, along said East line of Section 1, a distance of 686.95 feet to a point on the Easterly extension of the Southerly boundary of the aforesaid QUAIL HAVEN SECTION TWO; THENCE South 88 degrees 46 minutes 35 seconds East along said easterly extension a distance of 26.51 feet to the POINT OF BEGINNING.

PARCEL 9

South 30 acres of the SW 1/4 of the NW 1/4 East of Railroad and NW 1/4 of SW 1/4 East of Railroad lying in Section 6, Township 21 South, Range 35 East.

LESS and EXCEPT the following property:

A parcel of land lying in Section 6, Twp 21 South, Range 35 East, more particularly described as follows:

Begin at the SW corner of Lot 30, QUAIL HAVEN - SECTION TWO, as recorded in Plat Book 31, page 25, of the Public Records of Brevard County, Florida, THENCE South 88 degrees, 46'35" East, along the South line of said Lot 30, and the South line of Lot 29, QUAIL HAVEN - SECTION ONE as recorded in Plat Book 29, page 68 of the aforesaid Public Records, a distance of 446.88 feet to the Southeast corner of said Lot 29, THENCE South 01 degrees, 13'25" West a distance of 621.54 feet; thence North 86 degrees, 15'44" West a distance of 387.02 feet; thence South 44 degrees, 53'10" West a distance of 113.81 feet to the Point of intersection of the West line of Section 6, Township 21 South, Range 35 East and the Easterly right-of-way line of the Florida East Coast Railway (a 100' right-of-way); thence North 00 degrees, 32'33" West, along said East line of Section 1, a distance of 686.95 feet to a point on the Easterly extension of the Southerly boundary of the aforesaid QUAIL HAVEN - SECTION TWO; thence South 88 degrees 46'35" East along said easterly extension a distance of 26.51 feet to the POINT OF BEGINNING.

Exhibit C
Personal Property Bill of Sale

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that Northgate Mobile Ranch, LLC, a Florida limited liability company, and Bovine Farm Pasture, Inc., a Florida corporation (jointly and severally, “**Seller**”), for good and valuable consideration paid by Parakeet Acquisitions LLC, a Delaware limited liability company (“**Purchaser**”), hereby sells to Purchaser its successors and assigns, all the tangible “**Personal Property**” as defined in Article 1 of that certain Purchase and Sale Agreement, dated _____, 2025 (the “**Purchase Agreement**”), between Seller and Purchaser, owned by Seller and located at and used in connection with the maintenance or operation of the real property located at 3277 1st Avenue, Mims, Florida 32754 (the “**Real Property**”), which is more particularly described in the Purchase Agreement and is being conveyed by Seller to Purchaser by deed on the date hereof.

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns to and for its own use and behalf forever.

Purchaser agrees to pay all sales taxes payable by reason of the transfer to Purchaser of said Personal Property.

This Bill of Sale shall be without representation or warranty by, and without recourse to, Seller, except as otherwise set forth in the Purchase Agreement.

This Bill of Sale may be executed in any number of counterparts, each of which so executed shall be deemed original; such counterparts shall together constitute but one agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, Seller and Purchaser have caused these presents to be signed by their duly authorized representatives as of _____, 2025.

SELLER

NORTHGATE MOBILE RANCH, LLC., a Florida
limited liability company

By: _____
Lester E. Grooms, Jr., Manager

BOVINE FARM PASTURE, INC., a Florida
corporation

By: _____
Lester E. Grooms, Jr., President

Dated: _____

PURCHASER

PARAKEET ACQUISITIONS LLC,
a Florida limited liability company

By: _____
Jonathan Wyss, Authorized Signatory

Dated: _____

Exhibit D
Assignment and Assumption Agreement

Assignment and Assumption Agreement

For good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the terms of the PSA (as defined below), **NORTHGATE MOBILE HOME RANCH, LLC**, a Florida limited liability company, and **BOVINE FARM PASTURE, INC.**, a Florida Corporation (collectively, “**Assignor**”), hereby irrevocably assigns, transfers and sets over to **PARAKEET ACQUISITIONS LLC**, a Delaware limited liability company (“**Assignee**”), all of Assignor’s right, title and interest in and to (i) the “**Intangibles**” (as defined in the PSA), including the tenancies under that certain rent roll identified on Schedule A attached hereto (the “**Tenants**”), (ii) the service contracts identified on Schedule B hereto (the “**Service Contracts**”), and (iii) to the extent lawfully assignable, all licenses, approvals, authorizations and permits (the “**Permits**”) issued by governmental authorities with respect to the real property commonly known as 3277 1st Avenue, Mims, FL 32754 (the “**Real Property**”), which is more particularly described in the PSA and is being conveyed by Assignor to Assignee by deed on the date hereof.

Assignee hereby assumes all obligations of Assignor under or in connection with the Intangibles, the Tenants, the Service Contracts and the Permits, arising or accruing on and after the date hereof.

Assignor hereby reserves the right to payment from Assignee for delinquent rents collected by Assignee and relating to the period prior to the date hereof pursuant to Section 8.4.3 of the PSA.

Assignor makes no representation or warranty in connection with this Assignment and Assumption Agreement, other than as expressly set forth in that certain Purchase and Sale Agreement, dated _____, 2025 (the “**PSA**”), between Assignor and Assignee, and pursuant to which this Assignment and Assumption Agreement is being delivered; and, except for the foregoing, this Assignment and Assumption Agreement is made without recourse to Assignor.

All terms of this Assignment and Assumption Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

No modification, waiver, amendment, discharge or change of this Assignment and Assumption Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

This Assignment and Assumption Agreement shall be construed and enforced in accordance with the laws of the state in which the Real Property is located.

This Assignment and Assumption Agreement shall be read in *pari materia* with the PSA.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of _____, 2025.

ASSIGNOR:

NORTHGATE MOBILE RANCH, LLC,
a Florida limited liability company

By: _____
Name: Lester E. Grooms, Jr.
Title: Manager

Dated: _____

BOVINE FARM PASTURE, INC., a Florida
corporation

By: _____
Lester E. Grooms, Jr., President

Dated: _____

ASSIGNEE:

PARAKEET ACQUISITIONS LLC,
a Florida limited liability company

By: _____
Jonathan Wyss, Authorized Signatory

Dated: _____

Schedule A
Tenants

[To be attached at Closing.]

Schedule B
Service Contracts

[To be attached at Closing.]

Exhibit E
FIRPTA

FIRPTA Certificate
Transferor's Certification of Non-Foreign Status

To inform Parakeet Acquisitions LLC, a Delaware limited liability company ("**Transferee**"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**"), will not be required upon the transfer of certain real property to Transferee by Northgate Mobile Ranch LLC, a Florida limited liability company, and Bovine Farm Pasture, Inc., a Florida corporation (jointly and severally, "**Transferor**"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Treasury Regulations;
3. Transferor's U.S. employer identification number is:
83-1734499 (Northgate Mobile Ranch, LLC) and
59-3635618 (Bovine Farm Pasture, Inc.)
4. Transferor's office address is: 2911 Addison Drive, Melbourne, Florida 32940.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 2025.

NORTHGATE MOBILE RANCH, LLC,
a Florida limited liability company

By: _____
Lester E. Grooms, Jr., Manager

BOVINE FARM PASTURE, INC.,
a Florida corporation

By: _____
Lester E. Grooms, Jr., President

Exhibit F
Notice Letter to Tenants

_____, 2025

Re: _____, Lot ____, Mims, FL 32754

To Whom it May Concern:

This notice is given by Northgate Mobile Ranch, LLC a Florida limited liability company ("Landlord"), to _____ ("Tenant") for the property located at _____ Lot ____, Mims, FL 32754 ("Property"). Please accept this letter as Landlord's formal notice of the sale of the Property to Parakeet Acquisitions LLC, a Delaware limited liability company ("Successor"), effective as of _____, 2025 (the "Effective Date").

As of the Effective Date, Successor has assumed ownership of the above referenced Property. All future rental payments should be made payable to, and all future notices to "Landlord" shall be delivered to, Successor at the following address:

Tenant shall look solely to Successor for performance of all obligations of Landlord relating to its tenancy accruing after the Effective Date.

Should you have any questions concerning this matter, please contact _____ by telephone at _____ or e-mail _____.

Sincerely,

NORTHGATE MOBILE RANCH, LLC

PARAKEET ACQUISITIONS LLC

By: _____
Lester E. Grooms, Jr., Manager

By: _____
Jonathan Wyss, Manager

Exhibit G
Seller's Representation Certificate

Representation Certificate

The undersigned pursuant to that certain Purchase and Sale Agreement, dated _____, 2025 (“**Purchase Agreement**”), by and among Northgate Mobile Ranch, LLC, a Florida limited liability company, and Bovine Farm Pasture, Inc., a Florida corporation (jointly and severally, “**Seller**”), and Parakeet Acquisitions LLC, a Delaware limited liability company (“**Purchaser**”), do hereby certify to Purchaser that the representations and warranties set forth in Sections [5.1-5.13] of the Purchase Agreement remain true and correct in all material respects as of the date hereof, except (i) as modified by any Disclosure Notice (as defined in the Purchase Agreement) delivered in accordance with the terms of the Purchase Agreement or (ii) for any representations and warranties that were made as of some other specified date, which were true and correct in all material respects as of such other specified date.

Seller's liability hereunder shall be subject to the conditions and limitations set forth in the Purchase Agreement, including, without limitation, the provisions of Sections 10.1 thereof.

Dated as of this ____ day of _____, 2025.

SELLER:

NORTHGATE MOBILE RANCH, LLC,
a Florida limited liability company

By: _____
Lester E. Grooms, Jr., Manager

BOVINE FARM PASTURE, INC.

By: _____
Lester E. Grooms, Jr., President

Dated: _____

Exhibit H
Owner's Affidavit¹

OWNER'S AFFIDAVIT

Northgate Mobile Ranch, LLC, a Florida limited liability company, and **Bovine Farm Pasture, Inc.**, a Florida corporation (jointly and severally, "**Seller**"), hereby certify that, to their current actual knowledge, as of the date hereof:

1. Seller is the owner of certain real property located at **3277 1st Avenue, Mims, Florida 32754** (the "**Property**"), further described in Title Commitment No. _____ (the "**Commitment**").

2. During the period of ninety (90) days immediately preceding the date of this affidavit, no work has been done, and no materials have been furnished, by or at the direction of Seller, in connection with the erection, repair, or removal of any building or other structure on the Property or in connection with the improvement of the Property in any manner whatsoever, in each case that have not been paid for.

3. Only Seller and the tenants of mobile home and RV park operated on the Property actually possess or have the right to possess the Property.

4. The mobile home owners located on the Property have not formed a homeowners' association within the meaning of s. 723.075, *Florida Statutes*.

5. As an inducement to the Title Insurance Company to insure over any matters attaching or created during the "gap" in time between the date of the Commitment and the date hereof, with respect to the Property, Seller has not entered into any agreements that will encumber the Property from and after the date hereof.

Seller acknowledges that the Title Insurance Company will rely on the certifications set forth herein when issuing a title insurance policy (the "**Policy**") for the Property to Parakeet Acquisitions LLC, a Delaware limited liability company (the "**Purchaser**"), in connection with the transaction (the "**Transaction**") contemplated by that certain Purchase and Sale Agreement, dated _____, 2025 (the "**Contract**"), by and among Seller and Purchaser. In connection with the Policy and the Transaction, only the Title Insurance Company may rely on the certifications set forth in this Affidavit. For the avoidance of doubt, under no circumstances shall the certifications set forth in this Affidavit be relied upon by Purchaser, nor shall they be construed to expand upon and/or modify any of the representations and warranties made by Seller to Purchaser under the Contract.

[Signatures on Following Page]

¹ Parties to confirm that this form is acceptable by Title to remove all standard exceptions.

DATED as of this _____ day of _____, 2025.

AFFILIANT:

NORTHGATE MOBILE RANCH, LLC,
a Florida limited liability company

By: _____
Lester E. Grooms, Jr., Manager

BOVINE FARM PASTURE, INC.,
a Florida corporation

By: _____
Lester E. Grooms, Jr., President

[illegible]

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lester E. Grooms, Jr., as Manager of Northgate Mobile Ranch, LLC, a Florida limited liability company, on behalf of the company, and Lester E. Grooms Jr., as President, of Bovine Farm Pasture, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day by means of ☐ physical presence or ☐ online notarization and sworn to and subscribed that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this ____ day of _____, 2025.

Notary Public

My commission expires on: _____

(Seal)

FIRST AMENDMENT
TO
PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is made as of the 27th day of May, 2025, by and between Northgate Mobile Ranch, LLC, a Florida limited liability company, and Bovine Farm Pasture, Inc., a Florida corporation (jointly and severally, “**Seller**”) and Parakeet Holdco II Acquisitions, LLC, a Delaware limited liability company (“**Purchaser**”).

RECITALS

A. Seller and Parakeet Acquisitions LLC, a Delaware limited liability company (“**Original Purchaser**”), entered into that certain Purchase And Sale Agreement dated March 31, 2025 (the “**Purchase Agreement**”);

B. Original Purchaser assigned all rights, title and interest in the Purchase Agreement to Purchaser via an Assignment and Assumption of Purchase and Sale Agreement dated April 7, 2025;

C. The parties hereto desire to amend the Purchase Agreement in accordance with the terms and conditions provided herein.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Introductory Material.** The above introductory paragraph and recitals (including the definitions contained in each) are true and correct and are hereby incorporated into the body of this Amendment by this reference.

2. **Capitalized Terms.** Capitalized terms not otherwise defined in this Amendment shall have the same definitions as such terms have in the Purchase Agreement.

3. **First Amendment.** The Purchase Agreement is hereby amended to delete Section 8.1 in its entirety and replace it with the following:

“8.1 Closing Date. The Closing shall take place on June 17, 2025 at or before 1:00 p.m. Eastern Time (the “Closing Date”), which Closing shall occur by means of an escrow closing through each party’s attorneys with the concurrent delivery and exchange of closing documents through such escrow, and without the parties being physically present at the offices of Title Company to exchange closing documents through such escrow to be conducted by the Title Company.”

4. Future Acts. Each party to this Amendment agrees to perform all further acts necessary to effectuate the intent of this Amendment.

5. Counterparts. This Amendment may be executed by the exchange of faxed or emailed signatures in any number of counterparts, all of which shall constitute one in the same instrument. Any execution page may be detached from any counterpart and attached to any other counterpart of this Amendment.

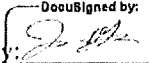
6. Continuing Effect. Except as modified by this Amendment, the Purchase Agreement shall remain unchanged and in full force and effect.

[Signature Page to Follow]

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

PURCHASER:

PARAKEET HOLDCO II ACQUISITIONS, LLC,
a Delaware limited liability company

DecuSigned by:
By: 
Jonathan Wyss, Authorized Signatory

SELLER:

NORTHGATE MOBILE RANCH, LLC,
a Florida limited liability company

Lester E Grooms Jr
By: *Lester E Grooms Jr* (May 27, 2025 13:07 CDT)
Name: Lester E. Grooms, Jr.
Title: Manager

BOVINE FARM PASTURE, INC.

Lester E Grooms Jr
By: *Lester E Grooms Jr* (May 27, 2025 13:07 CDT)
Name: Lester E. Grooms, Jr.
Title: President

EXECUTION VERSION

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Second Amendment**") is made as of the 5th day of June, 2025, by and between Northgate Mobile Ranch, LLC, a Florida limited liability company, and Bovine Farm Pasture, Inc., a Florida corporation (jointly and severally, "**Seller**") and Parakeet Holdco II Acquisitions, LLC, a Delaware limited liability company ("**Purchaser**").

RECITALS

- A. Seller and Parakeet Acquisitions LLC, a Delaware limited liability company ("**Original Purchaser**"), entered into that certain Purchase and Sale Agreement dated March 31, 2025 (the "**Purchase Agreement**");
- B. Original Purchaser assigned all rights, title and interest in the Purchase Agreement to Purchaser pursuant to an Assignment and Assumption of Purchase and Sale Agreement dated April 7, 2025;
- C. Purchaser and Seller entered into that certain First Amendment to Purchase and Sale Agreement dated May 27, 2025;
- D. The parties hereto desire to further amend the Purchase Agreement in accordance with the terms and conditions provided herein.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
- 2. Capitalized Terms. All capitalized terms used herein shall have the same meaning ascribed thereto in the Purchase Agreement unless otherwise defined in this Second Amendment.
- 3. Amendments.
 - a. Additional Seller Condition Precedent to Closing. Section 7.1 of the Purchase Agreement is hereby amended to add the following new Section 7.1.1:
 - i. "7.1.1: Seller shall have filed, at Seller's sole cost and expense, the Class "C" Water and/or Wastewater Utilities Annual Report for 2024 (the "**Report**") with the State of Florida Public Service Commission (the "**PSC**"), and paid for any and all expenses associated with the filing of such Report, including without limitation, any late fees or costs associated with the foregoing. Seller shall indemnify Purchaser for any and all costs, penalties, and expenses imposed or assessed against Purchaser in connection with the Report by the PSC and such indemnification shall survive Closing.

EXECUTION VERSION

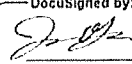
- b. Pre-and-Post Closing Covenant to Work in Good Faith. Notwithstanding anything set forth in the Purchase Agreement to the contrary, Seller shall, in good faith, work with Purchaser to provide any and all information reasonably necessary for Purchaser to file with PSC the application of transfer of the Northgate Properties Water and Wastewater Utility Assets and System to an affiliate of Purchaser, which obligation shall survive Closing.
4. Applicable Law. This Second Amendment shall be governed by, and construed in accordance with, the laws of Florida.
5. Ratification and Confirmation. Except as herein modified, the terms and conditions of the Purchase Agreement are hereby ratified and confirmed and in full force and effect.
6. Counterparts. This Second Amendment may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Second Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment effective June 5, 2025.


PURCHASER:

PARAKEET HOLDCO II ACQUISITIONS, LLC,
a Delaware limited liability company


DocuSigned by:
By: 
Name: Jonathan Wyss
Title: Authorized Signatory

SELLER:

NORTHGATE MOBILE RANCH, LLC,
a Florida limited liability company

By: 
Name: Lester E. Grooms, Jr.
Title: Manager

BOVINE FARM PASTURE, INC.,
a Florida corporation

By: 
Name: Lester E. Grooms, Jr.
Title: President






Second Amendment to PSA

Final Audit Report

2025-06-06

Created:	2025-06-05
By:	Larissa Smirnoff (lsmirnoff@whitebirdlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtd0RGhtjC_Xqxs3uF21Z1VuEtMO3fzJ

"Second Amendment to PSA" History

-  Document created by Larissa Smirnoff (lsmirnoff@whitebirdlaw.com)
2025-06-05 - 8:26:55 PM GMT
-  Document emailed to Lester Grooms (lgrooms1@brighthouse.com) for signature
2025-06-05 - 8:26:59 PM GMT
-  Email viewed by Lester Grooms (lgrooms1@brighthouse.com)
2025-06-06 - 0:58:56 AM GMT
-  Document e-signed by Lester Grooms (lgrooms1@brighthouse.com)
Signature Date: 2025-06-06 - 1:02:30 AM GMT - Time Source: server
-  Agreement completed.
2025-06-06 - 1:02:30 AM GMT

THIRD AMENDMENT
TO
PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “Amendment”) is made as of the 17 day of June, 2025, by and between Northgate Mobile Ranch, LLC, a Florida limited liability company, and Bovine Farm Pasture, Inc., a Florida corporation (jointly and severally, “Seller”), and Parakeet Holdco II Acquisitions, LLC, a Delaware limited liability company (“Purchaser”).

RECITALS

A. Seller and Parakeet Acquisitions LLC, a Delaware limited liability company (“**Original Purchaser**”), entered into that certain Purchase And Sale Agreement dated March 31, 2025 (the “**Original Agreement**”);

B. Original Purchaser assigned all rights, title and interest in the Original Agreement to Purchaser via an Assignment and Assumption of Purchase and Sale Agreement dated April 7, 2025 (the “**Assignment**”);

C. Seller and Purchaser previously amended the Original Agreement by entering into that certain First Amendment to Purchase and Sale Agreement, dated May 27, 2025 (the “**First Amendment**”), and that certain Second Amendment to Purchase and Sale Agreement, dated June 5, 2025 (the “**Second Amendment**”, collectively with the Original Agreement, the Assignment and the First Amendment, the “**Purchase Agreement**”); and

D. The parties desire to further amend the Purchase Agreement in accordance with the terms and conditions provided herein.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Introductory Material.** The above introductory paragraph and recitals (including the definitions contained in each) are true and correct and are hereby incorporated into the body of this Amendment by this reference.

2. **Capitalized Terms.** Capitalized terms not otherwise defined in this Amendment shall have the same definitions as such terms have in the Purchase Agreement.

3. **First Amendment.** The Purchase Agreement is hereby amended to delete Section 8.1 in its entirety and replace it with the following:

“8.1 **Closing Date.** The Closing shall take place on June 18, 2025 at or before 1:00 p.m. Eastern Time (the “Closing Date”), which Closing shall occur by means of an escrow closing through each party’s attorneys with the concurrent delivery and exchange of closing documents through such escrow, and without the parties being physically present at the offices of Title Company to exchange closing documents through such escrow to be conducted by the Title Company.”

4. **Second Amendment.** Article 3 of the Purchase Agreement is hereby amended to add the following new Section 3.4:

“3.4 **Notices of Commencement; Post-Closing Indemnity.** Purchaser has agreed that following Notices of Commencement listed below shall constitute Permitted Exceptions; provided, however, Seller shall cause such Notices of Commencement to be terminated within 30 days of the Closing Date (the “**NOC Termination Obligation**”). Seller shall indemnify Purchaser from and against any and all loss, claim, damages or liability of any kind (including, without limitation, court costs and reasonable attorneys’ fees, including paralegal fees) arising or resulting from Seller’s failure to comply with the NOC Termination Obligation.

- Notice of Commencement recorded May 14, 2025 in Official Records Book 10334, Page 2791, of the Public Records of Brevard County, Florida.
- Notice of Commencement recorded May 21, 2025 in Official Records Book 10340, Page 2113, of the Public Records of Brevard County, Florida.
- Notice of Commencement recorded 10350, Page 1065, of the Public Records of Brevard County, Florida.”

5. **Future Acts.** Each party to this Amendment agrees to perform all further acts necessary to effectuate the intent of this Amendment.

6. **Counterparts.** This Amendment may be executed by the exchange of faxed or emailed signatures in any number of counterparts, all of which shall constitute one in the same instrument. Any execution page may be detached from any counterpart and attached to any other counterpart of this Amendment.


7. Continuing Effect. Except as modified by this Amendment, the Purchase Agreement shall remain unchanged and in full force and effect.

[Signature Page to Follow]

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

PURCHASER:

PARAKEET HOLDCO II ACQUISITIONS, LLC,
a Delaware limited liability company

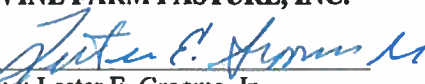
DocuSigned by:
By: 
SF276388215410
Jonathian Wyss, Authorized Signatory

SELLER:

NORTHGATE MOBILE RANCH, LLC,
a Florida limited liability company

By: 
Name: Lester E. Grooms, Jr.
Title: Manager

BOVINE FARM PASTURE, INC.

By: 
Name: Lester E. Grooms, Jr.
Title: President

Assignment and Assumption Agreement

For good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the terms of the PSA (as defined below), **NORTHGATE PROPERTIES INC. OF TITUSVILLE**, a dissolved Florida corporation ("**Assignor**"), hereby irrevocably assigns, transfers and sets over to **NORTHGATE FL UTILITY, LLC**, a Florida limited liability company ("**Assignee**"), all of Assignor's right, title and interest in and to (i) that certain Sewer Tariff filed with Florida Public Service Commission, dated March 1, 1982 as further described in Schedule A attached hereto (the "**Sewer Tariff**"), and (ii) to the extent lawfully assignable, all licenses, approvals, authorizations and permits (the "**Permits**") issued by governmental authorities with respect to servicing (i) the real property commonly known as 3277 1st Avenue, Mims, FL 32754 and Parcel ID 21-36-06-00-513 (collectively, the "**Real Property**"), which is more particularly described in the Sewer Tariff and is being conveyed by Assignor to Assignee on the date hereof, and (ii) those real properties as listed in Schedule B attached hereto.

This Assignment and Assumption Agreement is being executed to wind up the affairs of Northgate Properties Inc. of Titusville, a dissolved Florida corporation. Assignor represents and warrants that it has the authority to execute and deliver this Assignment and Assumption Agreement and to consummate the transaction contemplated hereby.

Assignee hereby assumes all obligations of Assignor under or in connection with the Utility Company and Permits, arising or accruing on and after the date hereof.

Assignor makes no representation or warranty in connection with this Assignment and Assumption Agreement, other than as expressly set forth in Sewer Tariff, between Assignor and Assignee, and pursuant to which this Assignment and Assumption Agreement is being delivered; and, except for the foregoing, this Assignment and Assumption Agreement is made without recourse to Assignor.

All terms of this Assignment and Assumption Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

No modification, waiver, amendment, discharge or change of this Assignment and Assumption Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

This Assignment and Assumption Agreement shall be construed and enforced in accordance with the laws of the state in which the Real Property is located.

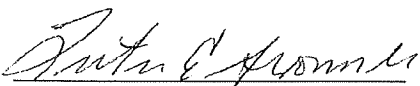
This Assignment and Assumption Agreement shall be read in *pari materia* with the Sewer Tariff.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of June 13, 2025.

ASSIGNOR:

**NORTHGATE PROPERTIES INC. OF
TITUSVILLE,**
a Florida corporation

By: 
Lester E. Grooms, Jr., President
Dated: 06-13-2025

ASSIGNEE:

NORTHGATE FL UTILITY, LLC,
a Florida limited liability company

By: _____
Jonathan Wyss, Authorized Signatory

Dated: _____

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of _____, 2025.

ASSIGNOR:

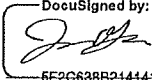
**NORTHGATE PROPERTIES INC. OF
TITUSVILLE,**
a Florida corporation

By: _____
Name: _____
Title: _____

Dated: _____

ASSIGNEE:

NORTHGATE FL UTILITY, LLC,
a Florida limited liability company

By:  _____
Jonathan Wyss, Authorized Signatory

Dated: _____

Schedule A
Sewer Tariff

[To be attached at Closing.]

Schedule B
Metered Utility Customers

[To be attached at Closing.]

**APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY**

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(2), Florida Administrative Code)**

Pursuant to Rule 25-30.037 (1)(a), Fla. Admin. Code, if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

**To: Office of the Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

**FROM: F. Marshall Deterding, Esquire
Sundstrom Law, LLC
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
850-877-6555
mdeterding@sundstrom-law.com**

**NORTHGATE PROPERTIES, INC.
EXHIBITS B- K**

EXHIBIT B

Bill of Sale for Utility Assets

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that Northgate Properties Inc. of Titusville, a dissolved Florida corporation (the "**Seller**"), for good and valuable consideration paid by Northgate FL Utility, LLC, a Florida limited liability company ("**Purchaser**"), hereby sells to Purchaser its successors and assigns, all personal property located on the Land, including without limitation, all treatment plants, lines, pumps and meters necessary to run the utilities as referenced, (the "**Personal Property**") and more particularly described in that certain Sewer Tariff (the "**Sewer Tariff**"), between Seller and Purchaser Exhibit A attached hereto, which is more particularly described in the Purchase Agreement and is being conveyed by Seller to Purchaser by deed on the date hereof.

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns to and for its own use and behalf forever.

This Bill of Sale is being executed to wind up the affairs of Northgate Properties Inc. of Titusville, a dissolved Florida corporation. Seller represents and warrants that it has the authority to execute and deliver this Bill of Sale and to consummate the transaction contemplated hereby.

Purchaser agrees to pay all sales taxes payable by reason of the transfer to Purchaser of said Sewer Utilities.

This Bill of Sale shall be without representation or warranty by, and without recourse to, Seller, except as otherwise set forth in the Purchase Agreement.

This Bill of Sale may be executed in any number of counterparts, each of which so executed shall be deemed original; such counterparts shall together constitute but one agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, Seller and Purchaser have caused these presents to be signed by their duly authorized representatives as of June 13, 2025.

SELLER

**NORTHGATE PROPERTIES INC. OF
TITUSVILLE**, a Florida corporation

By: [Signature]
Name: Lester E. Grooms, Jr.
Title: President

6-13-2025

PURCHASER

NORTHGATE FL UTILITY, LLC,
a Florida limited liability company

By: _____
Jonathan Wyss, Authorized Signatory

Dated: _____

IN WITNESS WHEREOF, Seller and Purchaser have caused these presents to be signed by their duly authorized representatives as of June 18, 2025.

SELLER

NORTHGATE MOBILE RANCH, LLC, a Florida
limited liability company

By: _____
Lester E. Grooms, Jr., Manager

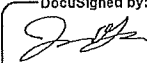
BOVINE FARM PASTURE, INC., a Florida
corporation

By: _____
Lester E. Grooms, Jr., President

Dated: _____

PURCHASER

NORTHGATE FL MHC, LLC,
a Florida limited liability company

DocuSigned by:

By: _____
Jonathan Wyss, Authorized Signatory

Dated: _____

EXHIBIT C

**Listing & Dollar Amount of the Utility Assets Purchased &
Statement of Rate Base**

Northgate Utility LLC
Schedule of Water Rate Base At Time of Transfer

	Gross Plant In Service (1)	Land & Land Rights	Accumulated Depreciation	Net Plant In Service	CIAC	Amortization of CIAC	Water Rate Base
2000	55,991	-	(38,841)	17,150	-	-	17,150
	-	-	-	-	-	-	-
2001	59,266	-	(41,066)	18,200	-	-	18,200
	-	-	-	-	-	-	-
2002	62,263	-	(43,871)	18,392	-	-	18,392
	-	-	-	-	-	-	-
2003	62,263	-	(46,899)	15,364	-	-	15,364
	-	-	-	-	-	-	-
2004	62,263	-	(49,868)	12,395	-	-	12,395
	-	-	-	-	-	-	-
2005	62,263	-	(52,623)	9,640	-	-	9,640
	-	-	-	-	-	-	-
2006	62,263	-	(55,186)	7,077	-	-	7,077
	-	-	-	-	-	-	-
2007	68,137	-	(58,084)	10,053	-	-	10,053
	-	-	-	-	-	-	-
2008	68,493	-	(61,283)	7,210	-	-	7,210
	-	-	-	-	-	-	-
2009	68,915	-	(63,946)	4,969	-	-	4,969
	-	-	-	-	-	-	-
2010	68,915	-	(65,463)	3,452	-	-	3,452
	-	-	-	-	-	-	-
2011	68,915	-	(66,486)	2,429	-	-	2,429
	-	-	-	-	-	-	-
2012	73,489	-	(72,248)	1,241	-	-	1,241
	-	-	-	-	-	-	-
2013	82,942	-	(78,144)	4,798	-	-	4,798
	-	-	-	-	-	-	-
2014	82,942	-	(78,845)	4,097	-	-	4,097
	-	-	-	-	-	-	-
2015	82,942	-	(79,305)	3,637	-	-	3,637
	-	-	-	-	-	-	-
2016	82,942	-	(79,669)	3,273	-	-	3,273
	-	-	-	-	-	-	-
2017	82,942	-	(79,996)	2,946	-	-	2,946
	-	-	-	-	-	-	-
2018	82,942	-	(80,291)	2,651	-	-	2,651
	-	-	-	-	-	-	-
2019	57,545	-	(55,175)	2,370	-	-	2,370
	-	-	-	-	-	-	-
2020	43,221	-	(35,253)	7,968	-	-	7,968
	-	-	-	-	-	-	-
2021	43,221	-	(37,530)	5,691	-	-	5,691
	-	-	-	-	-	-	-
2022	43,221	-	(39,156)	4,065	-	-	4,065
	-	-	-	-	-	-	-
2023	43,221	-	(40,782)	2,439	-	-	2,439
	-	-	-	-	-	-	-
2024	43,221	-	(42,408)	813	-	-	813
	-	-	-	-	-	-	-
6/30/2025	43,221	-	(43,221)	-	-	-	-

(1) Per Annual Reports excluding land as new owner has executed a 99 year land lease.
See Land Valuation Schedule.

Northgate Utility LLC
Schedule of Wastewater Rate Base At Time of Transfer

	Gross Plant In Service (1)	Land & Land Rights	Accumulated Depreciation	Net Plant In Service	CIAC	Amortization of CIAC	Wastewater Rate Base
2000	25,000	-	(25,000)	-	-	-	-
2001	25,000	-	(25,000)	-	-	-	-
2002	25,000	-	(25,000)	-	-	-	-
2003	25,000	-	(25,000)	-	-	-	-
2004	28,349	-	(25,399)	2,950	-	-	2,950
2005	28,349	-	(25,877)	2,472	-	-	2,472
2006	28,349	-	(26,355)	1,994	-	-	1,994
2007	30,643	-	(26,615)	4,028	-	-	4,028
2008	31,118	-	(27,767)	3,351	-	-	3,351
2009	31,118	-	(28,642)	2,476	-	-	2,476
2010	31,118	-	(29,515)	1,603	-	-	1,603
2011	31,118	-	(29,990)	1,128	-	-	1,128
2012	31,118	-	(30,485)	633	-	-	633
2013	31,118	-	(30,881)	237	-	-	237
2014	31,118	-	(31,112)	6	-	-	6
2015	31,118	-	(31,118)	-	-	-	-
2016	31,118	-	(31,118)	-	-	-	-
2017	31,118	-	(31,118)	-	-	-	-
2018	31,118	-	(31,118)	-	-	-	-
2019	31,118	-	(31,118)	-	-	-	-
2020	81,597	-	(25,060)	56,537	-	-	56,537
2021	81,597	-	(26,512)	55,085	-	-	55,085
2022	81,597	-	(27,963)	53,634	-	-	53,634
2023	81,597	-	(29,414)	52,183	-	-	52,183
2024	81,597	-	(30,865)	50,732	-	-	50,732
6/30/2025	81,597	-	(31,591)	50,007	-	-	50,007

(1) Per Annual Reports excluding land as new owner has executed a 99 year land lease.
See Land Valuation Schedule.

Northgate Utility LLC
List of Assets

Water System:

Land	0.25 Acres
Wells	3-130Ft wells
Hydro Tanks (1)	5,000 Gallons
Distribution System	
2-inch PVC	8,850 Feet
4-inch PVC	10,995 Feet

Wastewater System:

Steel Treatment Plant- Capacity	46,000 GPD
Two Duplex Lift Stations	80 GPM
Land	0.636 Acres
Collection System	
'8-inch PVC Gravity Mains	9,215 Feet
'3-inch PVC Force Mains	2,250 Feet
Manholes	37

EXHIBIT D

Balance Sheet of Related Party

PARAKEET HOLDCO II, LLC
(A Limited Liability Company)

FINANCIAL STATEMENTS
INCOME TAX BASIS

PERIOD FROM OCTOBER 10, 2024 (INCEPTION)
THROUGH DECEMBER 31, 2024

PARAKEET HOLDCO II, LLC
(A Limited Liability Company)
FOR THE PERIOD FROM OCTOBER 10, 2024 (INCEPTION)
THROUGH DECEMBER 31, 2024

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Statement of cash flows - income tax basis	6
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Citrin Cooperman & Company, LLP
Certified Public Accountants

1800 JFK Boulevard
Philadelphia, PA 19103
T 215.545.4800 F 215.545.4810
citrincooperman.com

Independent Auditor's Report

To the Managing Member
Parakeet Holdco II, LLC

Opinion

We have audited the accompanying financial statements of Parakeet Holdco II, LLC (a limited liability company), which comprise the statement of assets, liabilities and members' equity - income tax basis as of December 31, 2024, and the related statements of revenues and expenses - income tax basis, changes in members' equity - income tax basis, and cash flows - income tax basis for the period from October 10, 2024 (inception) through December 31, 2024, and the related notes to financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities and members' equity of Parakeet Holdco II, LLC as of December 31, 2024, and its revenue and expenses and changes in members' equity and its cash flows for the period from October 10, 2024 (inception) through December 31, 2024, in accordance with the basis of accounting Parakeet Holdco II, LLC uses for income tax purposes as described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Parakeet Holdco II, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of accounting Parakeet Holdco II, LLC uses for income tax purposes, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting described in Note 1; this includes determining that the income tax basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

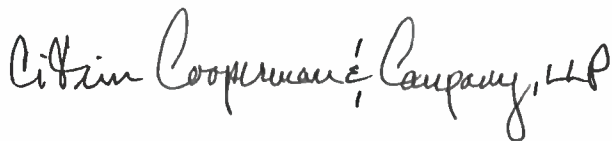
Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Parakeet Holdco II, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Parakeet Holdco II, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Philadelphia, PA
July 2, 2025

PARAKEET HOLDCO II, LLC
(A Limited Liability Company)
STATEMENT OF ASSETS, LIABILITIES AND MEMBERS' EQUITY
INCOME TAX BASIS
DECEMBER 31, 2024

ASSETS

Investments in real estate, net	\$ 19,323,713
Cash	334,077
Accounts receivable	44,595
Due from affiliates	327,934
Deposits	1,482,552
Prepaid expenses and other assets	<u>181,437</u>
TOTAL ASSETS	\$ <u>21,694,308</u>

LIABILITIES AND MEMBERS' EQUITY

Liabilities	
Tenant security deposits payable	\$ 60,473
Accounts payable and accrued expenses	286,525
Due to affiliates	<u>6,847</u>
Total liabilities	353,845
Commitments and contingencies (Notes 4, 5 and 6)	
Members' equity	<u>21,340,463</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ <u>21,694,308</u>

See accompanying notes to financial statements

PARAKEET HOLDCO II, LLC
(A Limited Liability Company)
STATEMENT OF REVENUES AND EXPENSES
INCOME TAX BASIS
FOR THE PERIOD FROM OCTOBER 10, 2024 (INCEPTION)
THROUGH DECEMBER 31, 2024

Revenue:	
Rental income	\$ <u>644,961</u>
Expenses:	
Salaries and employee benefits	24,225
General and administrative	27,761
Property taxes and insurance	55,479
Utilities	24,854
Professional fees	1,552
Repairs and maintenance	81,633
Management fees	<u>20,970</u>
Total expenses	<u>236,474</u>
Net operating income	408,487
Non-operating expenses:	
Depreciation	<u>16,161,001</u>
DEFICIENCY OF REVENUE OVER EXPENSES	\$ <u>(15,752,514)</u>

See accompanying notes to financial statements

PARAKEET HOLDCO II, LLC
(A Limited Liability Company)
STATEMENT OF CHANGES IN MEMBERS' EQUITY
INCOME TAX BASIS
FOR THE PERIOD FROM OCTOBER 10, 2024 (INCEPTION)
THROUGH DECEMBER 31, 2024

	Jadian Member (Note 1)	Parakeet Member (Note 1)	Total
BALANCE - OCTOBER 10, 2024	\$ -	\$ -	\$ -
Contributions	37,092,977	-	37,092,977
Deficiency of revenue over expenses	<u>(15,752,514)</u>	<u>-</u>	<u>(15,752,514)</u>
BALANCE - DECEMBER 31, 2024	<u>\$ 21,340,463</u>	<u>\$ -</u>	<u>\$ 21,340,463</u>

See accompanying notes to financial statements

PARAKEET HOLDCO II, LLC
(A Limited Liability Company)
STATEMENT OF CASH FLOWS
INCOME TAX BASIS
FOR THE PERIOD FROM OCTOBER 10, 2024 (INCEPTION) TO DECEMBER 31, 2024

Cash flows from operating activities:	
Deficiency of revenue over expenses	\$ (15,752,514)
Adjustments to reconcile deficiency of revenue over expenses to net cash provided by operating activities:	
Depreciation	16,161,001
Changes in operating assets and liabilities:	
Accounts receivable	(44,595)
Due from affiliates	(327,934)
Prepaid expenses and other assets	(181,437)
Tenant security deposits payable	60,473
Accounts payable and accrued expenses	286,525
Due to affiliates	<u>6,847</u>
Net cash provided by operating activities	<u>208,366</u>
Cash flows from investing activities:	
Acquisitions of real estate	(35,484,714)
Deposits	<u>(1,482,552)</u>
Net cash used in investing activities	<u>(36,967,266)</u>
Cash provided by financing activities:	
Contributions received	<u>37,092,977</u>
Net increase in cash	334,077
Cash - beginning	<u>-</u>
CASH - ENDING	\$ <u>334,077</u>

See accompanying notes to financial statements

PARAKEET HOLDCO II, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Parakeet Holdco II, LLC ("Parakeet II"), a Delaware limited liability company, was formed on October 10, 2024, for the primary purpose of acquiring direct or indirect ownership interests in manufactured housing communities across the United States and real estate opportunities adjacent to manufactured housing communities, including RV parks, marinas, and campgrounds. Parakeet II admitted Jadian Real Estate Fund II Aggregator LP (the "Jadian Member") and Parakeet HoldCo II MIP, LLC (the "Parakeet Member"), as members (collectively, the "Members").

Parakeet II's Operating Agreement established a capital structure with Common Units and Class P Units. As of December 31, 2024, in exchange for its capital contributions, the Jadian Member received 37,092,977 Common Units. The Parakeet Member made no capital contributions and received one Class P Unit. Each Unit has the rights and obligations as stipulated in the Operating Agreement.

The Members have made a commitment to Parakeet II to contribute capital for purposes of making investments in manufactured housing communities and for other costs and expenses related to the management of the Company. Parakeet II is dependent on its investors to fund its operations. Parakeet II shall exist in perpetuity, unless dissolved sooner in accordance with the provisions of the Operating Agreement.

The financial statements include the accounts of Parakeet II and its wholly-owned subsidiaries, which are disregarded entities for income tax reporting purposes: Druid Oaks MHC, LLC, Brunswick Estates MHC, LLC, Redlands MHC, LLC, Shady Acres MHC, LLC and Su-Rene MHC, LLC (collectively, the "Company").

A description of the properties acquired in 2024 is as follows:

<u>Property</u>	<u>Location</u>	<u>Purchase price</u>
Brunswick Estates MHC, LLC	Brunswick, Georgia	\$ 4,300,000
Druid Oaks MHC, LLC	Brunswick, Georgia	4,000,000
Redlands MHC, LLC	Miami, Florida	8,900,000
Shady Acres MHC, LLC	Brunswick, Georgia	12,300,000
Su-Rene MHC, LLC	Vero Beach, Florida	6,300,000

PARAKEET HOLDCO II, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments in real estate, net

The Company's investment in real estate, including land, real estate, land improvements, furniture, fixtures, and equipment is stated at cost less accumulated depreciation. Certain improvements and replacements from repairs and maintenance are capitalized when they improve or extend the useful life, increase capacity, or improve efficiency of the properties. All other repairs and maintenance items are expensed as incurred. The costs of investments in real estate are depreciated using recovery periods used for federal income tax purposes.

Revenue recognition

In accordance with the income tax basis of accounting, rental income is recognized on an accrual basis when contractually due or when collected. The properties are leased on a short-term basis up to a maximum of one year and provide for reimbursements of operating expenses which are recorded on an accrual basis over the period earned. Accounts receivable include amounts billed to tenants but not yet collected. Any uncollectible accounts receivable from tenants are written off as bad debt expense in the year that the receivable is determined to be uncollectible in accordance with the income tax basis of accounting.

Income taxes

The Company is a limited liability company that has elected to be treated as a partnership for both federal and state income tax purposes. Accordingly, no provision for income tax is recorded in the accompanying financial statements. As such, the allocated share of the Company's results of operations is included in the Members' tax returns.

Uncertain tax positions

The Company files income tax returns in the U.S. federal jurisdiction and various state and local jurisdictions. Management has evaluated the Company's tax positions and concluded that the Company has taken no uncertain tax positions that require adjustment to or disclosure in these financial statements.

Subsequent events

The Company has evaluated subsequent events through July 2, 2025, the date on which these financial statements were available to be issued. Except as disclosed in Note 7, there were no material subsequent events that required recognition or disclosure in these financial statements.

PARAKEET HOLDCO II, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 3. MEMBERS' CAPITAL (CONTINUED)

5) Fifth, pari passu, with respect to the amount then available for distribution: (i) seventy percent (70%) to the common members in respect of their common units, pro rata based on their respective common percentage interests in effect at the time at which the distribution is made; and (ii) thirty percent (30%) to the Parakeet Member in respect of its Class P Units, until the Jadian Member has achieved both an IRR of twenty five percent (25%) or greater and a MOIC of 2.0x or greater; and

6) Thereafter, pari passu, with respect to the amount then available for distribution: (i) sixty percent (60%) to the common members in respect of their common units, pro rata based on their respective common percentage interests in effect at the time at which the distribution is made; and (ii) forty percent (40%) to the Parakeet Member in respect of its Class P Units.

NOTE 4. RELATED-PARTY TRANSACTIONS

The Company and Parakeet Communities, LLC, a company related through common management, entered into a property management agreement to service the Company. The Company is required to pay Parakeet Communities, LLC 4% of gross rental income. Management fee expense was \$20,970 for the period from October 10, 2024 (inception) through December 31, 2024.

The Company has made advances of \$327,934 to Parakeet Communities, LLC at December 31, 2024. The advances, which do not bear interest, are payable on demand.

The Company has received advances of \$6,847 from Parakeet MHC, LLC, a company related through common management, at December 31, 2024. The advances, which do not bear interest, are payable on demand.

NOTE 5. RISKS AND UNCERTAINTIES

The Company's business is concentrated in the operation of real estate assets and its results of operations and financial position are greatly affected by the performance of the real estate industry. The real estate industry has historically been subject to up and down cycles driven by numerous market and economic factors, both national and local, beyond the control of the Company. Because of the effect these factors have on real estate values, it is difficult to predict with certainty future revenues and sales prices.

The Company's business is concentrated in the states of Florida and Georgia. As a result, financial results are dependent on the economic strength of these regions. Significant increases in local unemployment and cost of living, including increases in property taxes, or concerns about the financial condition of the municipalities in which the Company has properties, could adversely affect consumer demand for rental space and negatively impact financial results.

PARAKEET HOLDCO II, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 6. COMMITMENTS AND CONTINGENCIES

The Company may be party to routine litigation incidental to the ordinary course of its business. Management believes, based on facts known at this time that the ultimate outcome of all outstanding claims and pending litigation, if any, will not have a material adverse effect on the Company's statement of assets, liabilities and members' equity, statement of revenues and expenses or statement of cash flows.

NOTE 7. SUBSEQUENT EVENTS

The Company acquired six additional properties in the states of Florida, Georgia, and South Carolina during January, February, March and April 2025. The aggregate purchase price for these properties was \$44,150,000.

During May 2025, the Company entered into a loan agreement that provides borrowings up to \$67,535,000 (the "2025 Loan"). The 2025 Loan bears interest at the Secured Overnight Financing Rate ("SOFR") plus 2.75%, with a floor of 5.75% and matures in May 2028. The Company has the option to extend the maturity date for two additional periods of one year each. In connection with the 2025 Loan, the Company, in order to protect itself from increases in SOFR, entered into an interest rate cap agreement for the original notional amount of \$67,535,000. The interest rate cap agreement limits the maximum floating SOFR at 5.00% and expires in May 2028.

EXHIBIT E

Affidavit of entity which will provide funding to the utility

AFFIDAVIT

I, David Berman, am the Controller of Parakeet HoldCo II LLC. In that capacity, I am filing this Affidavit in order to assure the Florida Public Service Commission that the parent company will provide or assist Northgate FL Utility, LLC in securing necessary funding to meet all reasonable capital needs and any operating deficits of the Utility, which may arise as the result of the Utility's operation of a certificated water and wastewater Utility in its PSC certificated service territory. Such funding will be provided on an as and when needed basis.

David Berman

David Berman (Jan 14, 2026 21:56:25 EST)

David Berman, Controller
Parakeet HoldCo II, LLC

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15 day of January, 2026, by David Berman, who is personally known to me or who has produced Drivers License as identification.


Signature

Print Name Austin Dixon

Notary Public

State of Florida at Large

My Commission Expires: December 12, 2026

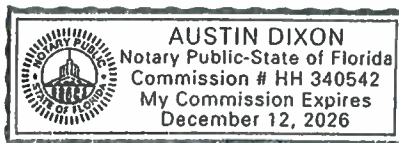


EXHIBIT F

Legal Description

DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST; THENCE RUN NORTH 89 DEGREES 22 MINUTES 31 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 6, FOR A DISTANCE OF 227.50 FEET TO THE EASTERLY LINE OF A 100.0 FOOT FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY; THENCE RUN NORTH 27 DEGREES 54 MINUTES 17 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 28.13 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF LATIMAR STREET, A 50' WIDE PUBLIC RIGHT-OF-WAY.

SAID POINT BEING THE POINT OF BEGINNING.

THENCE, CONTINUE ALONG SAID EASTERLY LINE OF A 100.0 FOOT FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 27 DEGREES 54 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 714.52 FEET;
- 2) NORTH 27 DEGREES 45 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 463.16 FEET;
- 3) NORTH 27 DEGREES 44 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 324.31 FEET;

THENCE NORTH 89 DEGREES 21 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 220.58 FEET;

THENCE NORTH 89 DEGREES 22 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 250.01 FEET;

THENCE NORTH 00 DEGREES 31 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 60.50 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 997.49 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 239.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 5 (U.S. HIGHWAY 1);

THENCE THE FOLLOWING TWO COURSES AND DISTANCE ALONG SAID WESTERLY RIGHT-OF-WAY:

- 1) SOUTH 21 DEGREES 23 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 616.67 FEET
- 2) SOUTH 22 DEGREES 47 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 783.01 FEET;

THENCE SOUTH 89 DEGREES 13 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 427.02 FEET;

THENCE SOUTH 00 DEGREES 39 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 91.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LATIMAR STREET

THENCE SOUTH 89 DEGREES 21 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 1107.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,233,517 SQUARE FEET, OR 51.275 ACRES, MORE OR LESS.

LEGEND AND ABBREVIATIONS

AC. ACRES
SQ.FT. SQUARE FEET
(TYP) TYPICAL
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
—— BOUNDARY LINE
- - - - PARCEL LINE
- - - - RIGHT-OF-WAY LINE
- - - - EASEMENT LINE

THIS IS NOT A SURVEY.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 6, WHICH IS ASSUMED TO BEAR NORTH 89°22'31" EAST.

SKETCH OF DESCRIPTION

SEWER TREATMENT COVERAGE AREA
A PORTION OF APN: 21-35-06-00-509

BREVARD COUNTY MIMS, FLORIDA

DATE: 10/01/2025

SCALE: 1" = 500'

APPROVED BY: _____

JOB NO. 2523628-56525

DRAWN BY: LDE

REVISED:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. THIS DOCUMENT CONSISTS OF 2 SHEETS, NOT FULL OR COMPLETE WITHOUT ALL SHEETS.

ASM

**AMERICAN
SURVEYING
& MAPPING, INC.**

NDDS

NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

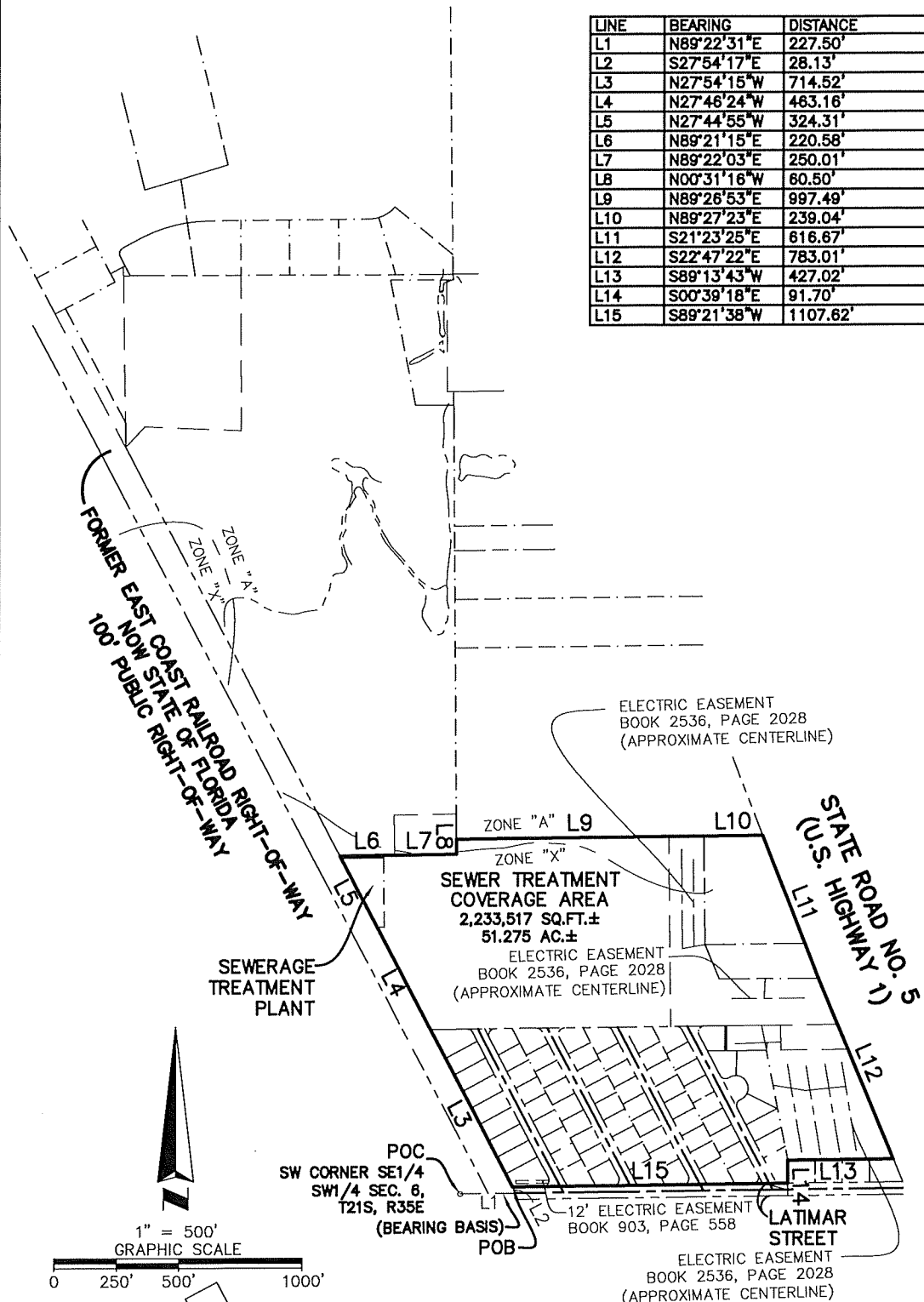
221 Circle Drive, Maitland, FL 32751

Phone: (407) 426-7979

nationalduediligenceservices.com

SKETCH OF DESCRIPTION:

LINE	BEARING	DISTANCE
L1	N89°22'31"E	227.50'
L2	S27°54'17"E	28.13'
L3	N27°54'15"W	714.52'
L4	N27°46'24"W	463.16'
L5	N27°44'55"W	324.31'
L6	N89°21'15"E	220.58'
L7	N89°22'03"E	250.01'
L8	N00°31'16"W	60.50'
L9	N89°26'53"E	997.49'
L10	N89°27'23"E	239.04'
L11	S21°23'25"E	616.67'
L12	S22°47'22"E	783.01'
L13	S89°13'43"W	427.02'
L14	S00°39'18"E	91.70'
L15	S89°21'38"W	1107.62'



THIS IS NOT A SURVEY.

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

ASM AMERICAN
SURVEYING
& MAPPING, INC.
NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

221 Circle Drive, Maitland, FL 32751 Phone: (407) 426-7979 nationalduediligenceservices.com

DATE: 10/01/2025	REVISED:
SCALE: 1" = 500'	
APPROVED BY: —	
JOB NO. 2523628-56525	
DRAWN BY: LDE	

EXHIBIT G

99-Year Lease

**99-YEAR LEASE AGREEMENT FOR
WATER & WASTEWATER TREATMENT FACILITIES SITES**

This 99-Year Lease for Wastewater Treatment Facilities (the "Lease") is made and entered into between NORTHGATE FL MHC, LLC, (the "Lessor") and NORTHGATE FL UTILITY, LLC (the Lessee), dated as of the ___ day of _____, 2025.

RECITALS:

A. Lessor is the owner of the real property in Brevard County, Florida operated as the Northgate Mobile Home and RV Community and adjacent areas.

B. Lessee is the owner of certain water & wastewater facilities including water source, treatment facilities and distribution mains system (the "Water Treatment System"); as well as wastewater collection mains, transmission facilities, pumping stations, a treatment plant and disposal system (the "Wastewater Treatment System"). The Water & Wastewater Treatment Systems are sometimes hereafter collectively referred to as the "Systems". The Systems are located within the boundaries of the water and wastewater certificated area granted by the Florida Public Service Commission and service. Lessee's service area as more particularly described and outlined in Exhibit A hereto.

C. The "Leased Premises" upon which the water and wastewater treatment facilities, the well, pump house, the effluent pond and the spray fields are outlined in Exhibit B hereto.

D. Lessor has agreed to lease the Leased Premises to Lessee pursuant to a Lease Agreement, the terms of which grant Lessee the right to lease the Leased Premises from Lessor; to grant a separate non-exclusive perpetual easement and rights of way through, under, over, on and across the Northgate Mobile Home and RV Community to patrol, inspect, alter, improve, repair, rebuild, remove, replace, construct, reconstruct, operate and maintain System and other attachment, fixtures, equipment, and accessories desirable in connection therewith over, under, through, upon and across the Northgate Mobile Home and RV Community at such places, streets, parcels and lots as may be necessary for efficient delivery of utility services to all occupants in the Northgate Mobile Home and RV Community, and to assign such existing easements to Lessee as may be necessary for the foregoing purposes.

E. Lessor acknowledges that Lessee is the sole and exclusive provider of wastewater utility service to the Northgate Mobile Home and RV Community and Lessee acknowledges that it is capable of providing utility services to the residents and the common areas of the Northgate Mobile Home and RV Community.

F. Lessor and Lessee desire to set forth herein the terms and conditions under which the Lessee shall be granted the sole and exclusive right to use the Leased Premises to operate and maintain the System so that Lessee can continue to provide water & wastewater utility services to the residents of the Northgate Mobile Home and RV Community.

G. The Parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Agreement.

ACCORDINGLY, for and in consideration of the sum of Ten (\$10.00) Dollars, the above Recitals and benefits to be derived from the mutual observation of the covenants contained

herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **AGREEMENT TO LEASE.** Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases the Leased Premises exclusively to Lessee and Lessee does hereby hire and take the Leased Premises from Lessor.

2. **TERM.** To have and to hold for a term of ninety-nine (99) years, unless sooner terminated, as provided hereinbelow. The term of this lease shall commence on the date on which the last of the parties executes the Agreement below ("Effective Date") and shall expire ninety-nine (99) years from that date. Notwithstanding any other provisions of this Agreement, this Lease shall terminate immediately upon Lessee's discontinuing use of the Leased Premises for operation of water &/or wastewater utility purposes subject to the requirements as outlined in Paragraph 29 hereof.

3. **RENTAL.** The rent reserved under this Agreement shall be as follows:

(a) Annual rental of \$___ per year, payable on the first day of each year. Such rental payment is based upon the calculation as contained in Exhibit C hereto.

(b) The annual rental amounts in subparagraph (a) above shall be subject to increase based upon the increase for the most recent 3 calendar years in the Consumer Price Index (as hereinafter defined) commencing on the thirty-seventh (37) month from the date of this Agreement. Every three (3) years thereafter, rental amounts shall be increased to an amount equal to the increase in the Consumer Price Index for the previous three years which shall be determined every three (3) years and paid at the new rental rate adjusted by the cumulative increase over the prior three (3) years. "Consumer Price Index" shall mean the Consumer Price Index which is presently designed as the United States City Average for All Urban Consumers, All Items, with a base period equaling 100 in 1982-84. In the event the statistics are not available or in the event that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of an index chosen by Lessor as a comparable and recognized index of the purchasing power of the United States consumer dollar published the United States Department of Labor or other governmental agency.

(c) Failure of Lessor to implement the allowed increases in annual rentals as provided for herein for any 3 year period shall not prevent Lessor from implementing or increase in such rents based upon the cumulative increase in the Consumer Price Index at any time Lessor decides to enforce the right to an increase in rent.

(d) Real estate taxes (both ad valorem taxes and non ad valorem taxes) and special assessments, if any, shall be paid by Lessee.

(e) Personal property taxes on the System, and necessary license and occupational fees, insurance, repair, maintenance and compliance costs for the System shall be paid by Lessee.

4. **CONDITION OF PREMISES.** The Premises are leased subject to any and all conditions that an accurate examination of the Premises would disclose, Lessee agreeing to indemnify Lessor against any and all claims for personal injury or property damage to Lessee's

property caused by any defects in the Premises.

5. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages, now encumbering the Premises, or which Lessor may at any time place against the Premises. Lessee agrees to execute such documents as may be requested by any mortgagee to evidence the subordination contained herein; provided, however, that as a condition of such subordination, the holder of such mortgage shall be required to agree with Lessee that, notwithstanding the foreclosure of such mortgage, Lessee's occupancy of the Premises shall not be disturbed so long as Lessee is not in default hereunder and agrees to perform all obligations owed to Lessor hereunder for the benefit of such Mortgagee.

6. **REPAIR OF PREMISES.** Lessee will keep the Premises in a clean and sanitary condition during the term of this Lease and any renewal terms, at Lessee's expense, and will comply with all governmental ordinances and directions of proper public officers in connection with such maintenance during the term of this Lease.

7. **NET LEASE.** It is the intent of Lessor and Lessee that this Lease be a "Triple Net Lease", meaning that Lessee shall be responsible for the payment of all insurance, utilities, repairs, maintenance, replacement, sales and use taxes, property taxes and charges and impositions relative to the Premises and/or Lessee's use and occupancy thereof, except that Lessee shall not be responsible for the payment of any mortgages or other liens placed upon the premises by Lessor nor for the payment of any income taxes of Lessor.

8. **ALTERATIONS BY LESSEE.** Lessor agrees that Lessee may make, at its own expense, any alterations, repairs, replacements or additions to the improvements on the Premises, provided:

(a) Lessee shall perform such alterations, repairs, replacements or additions, in accordance with the statutes, ordinances, rules, regulations and orders of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board of Fire Insurance Underwriters; and,

(b) The Premises shall at all times be kept free and clear of all mechanic's, materialmen's, labor or other liens or claims of liens, and Lessee agrees to indemnify and save harmless Lessor from all claims, demands and liability, including damage to person or property arising out of or in connection with any such work; and,

Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, expressed or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to the Premises or to any buildings or improvements thereon or to any part thereof Pursuant to Florida Statute §713.10, it is the intent of the parties hereto that Lessors interest in the Premises shall not be subject to any liens filed because of Lessee's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises.

9. **UTILITIES.** Lessee shall pay for all utility services supplied to the Premises for the benefit of Lessee and shall pay all charges for the collection of refuse from the Premises.

10. **LICENSES, FEES AND TAXES.** Lessee shall pay all state, county, municipal, occupational or other licenses, fees and taxes which may be imposed upon the business or occupation of Lessee conducted on or from the Premises and shall pay any tax imposed by the State of Florida on rentals. Lessee covenants to promptly pay when due all real property taxes and tangible personal property taxes relating to the Premises. If the tenancy hereof shall end before rendition of a tax bill for such year, Lessee will pay to Lessor Lessee's pro-rata portion of such taxes based upon the assessments for the prior year.

11. **USE.** The Premises may be used for any and all legal purposes so long as such use does not change the character of the Premises. Except as hereinafter provided, Lessee shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances, in or upon, or connected with, Lessee's use of the Premises. Lessee will not permit the Premises to be used for any purpose or in any manner which would render the insurance thereon void.

In the event Lessee contaminates the Premises or any adjacent property with hazardous waste in connection with its use of the Premises, Lessee agrees to hold harmless and indemnify Lessor and Lessor's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including attorneys' fees, paralegals' fees, legal assistants' fees and costs, and against all liability, losses and damages of any nature whatsoever, that Lessor may at any time sustain by reason of any such contamination.

12. **REPRESENTATIONS OF LESSOR.** Lessor represents that as of the Commencement Date, the Premises complies with all applicable laws, ordinances, statutes, regulations, orders, rules and restrictions relating thereto (the "Applicable Laws"), and that the Premises and the existing and prior uses thereof (including any uses by its former Lessees) has not prior to the Commencement Date and does not currently violate the provisions of any Applicable Laws relating thereto. If the Premises at any time fails to be in compliance with the Applicable Laws based upon the actions or inactions of Lessor prior to the Commencement Date, Lessee shall notify Lessor of such lack of compliance and, within seven (7) days of such notice, Lessor shall take all necessary measures to bring the Premises into compliance with the Applicable Laws.

13. **INSURANCE.** At all times subsequent to the commencement date of the term of this Lease and during the full term, Lessee shall keep the Premises covered, at Lessee's sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance.

All insurance required to be maintained by Lessee shall be affected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in Florida and of recognized responsibility satisfactory to Lessor. Within fifteen (15) days after the commencement of the term of this Lease, Lessee shall promptly deliver to Lessor the original policies as specified above and within fifteen (15) days after the premium of each such policy shall become due and payable, such premium shall be paid by Lessee and Lessor shall be furnished with satisfactory evidence of such payment.

All policies of insurance required to be maintained by Lessee shall name Lessee and Lessor as the insureds as their respective interests may appear.

14. **DESTRUCTION BY CASUALTY.** In the event of damage or destruction to the Premises, or any portion thereof, by fire or other cause, Lessee shall have the option to repair or restore the same, as the case may be, at Lessee's expense, or to terminate this Lease. If termination is elected, the provisions of Section 29 hereof shall become applicable.

15. **CONDEMNATION.** In the event that any portion of the Premises or all of the Premises are taken under condemnation proceedings, or by sale under threat of condemnation, Lessee shall have no right to any portion of the condemnation award, except for Lessee's utility property (as discussed herein). If the portion of the Premises taken is such that Lessee is not materially affected in the conduct of Lessee's business, then this Lease shall continue in full force and effect with no abatement of the obligations of Lessee hereunder as though such property was not taken. If, on the other hand, the taking of a portion of the Premises is such as to materially affect the conduct of Lessee's business, then and in that event, Lessee shall have the right to terminate this Lease, subject to the provisions of an equitable abatement of rent hereunder.

16. **ENTRY UPON PREMISES.** Lessee agrees that Lessor may at any reasonable time or times during the business hours of Lessee, enter upon the Premises for the purpose of inspecting the same, or to make necessary repairs where Lessor is obligated to make such repairs or where Lessee is delinquent in making repairs it is obligated to make.

17. **ASSIGNMENTS AND SUBLETTING.** Lessee shall not sublet the Premises or assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld.

Notwithstanding anything stated above, Lessee shall at all times during the term hereof have the right without having to obtain Lessor's prior approval therefor to assign this Lease or to sublease all or any portion of the Premises to (I) any Affiliate (defined below) of Lessee, any successor entities or persons by virtue of merger, consolidation, liquidation, reorganization or other operation of law; (ii) to the purchaser (or an Affiliate of the purchaser) of any material portion of the assets of Lessee, or any portion of the business conducted by Lessee at the Premises (however, Lessee shall at all times remain responsible for the payment of the Rent hereunder); (iii) any partnership or joint venture in which Lessee or an Affiliate of Lessee is a partner or a joint venturer that actively participates in the business thereof; and (iv) any entity occupying space in the Premises principally for the purpose of providing services to Lessee or its Affiliates. As used in this Lease, the Term "Affiliate" shall mean (I) any person or entity controlling, controlled by or under common control with Lessee, or (ii) any person or entity controlling, controlled by or under common control with Lessee's parent or any subsidiary of any tier of Lessee's parent. "Control" as used herein means the power, directly or indirectly, to direct or cause the direction of the management and policies of the controlled person or entity. The ownership, directly or indirectly, of at least 51% of the voting securities of, or the possession of the right to vote in the ordinary direction of its affairs at least 51% of the voting interest in, any person or entity shall be presumed to constitute such control.

18. **COVENANTS AS TO BREACH AND REMEDIES.** In addition to default by Lessee in any of Lessee's promises or covenants hereunder, either, (a) the appointment of a receiver to take possession of all, or substantially all, of Lessee's property, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act, shall also constitute a breach of this Lease by Lessee.

In the event of breach of this Lease by Lessee, if Lessee has not cured such default within

14 days of Lessee's receipt of written notice from Lessor describing such default, or in the event of renunciation of this Lease by Lessee before the expiration of the term hereof, Lessor may:

(a) Treat this Lease as terminated and resume possession of the Premises, having immediate right of reentry, and may remove all persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee; or

(b) Lessor may retake possession of the Premises for the account of Lessee and relet the Premises; or,

(c) Lessor may stand by and do nothing and shall have the right to sue Lessee for any sums or obligations due hereunder.

No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless written notice of such intention be given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction.

In the event Lessee defaults or breaches any of the terms, conditions or promises of Lessee herein contained, and Lessor is put to the necessity of employing an attorney **in** order to collect any sum or sums of money which may be due by reason of such default, or otherwise take such steps or legal action as may be necessary to enforce such terms, conditions or promises, then Lessee agrees to pay reasonable attorneys' fees, paralegals' fees, legal assistants' fees and court costs and expenses in connection therewith.

19. **PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS.** In the event Lessor shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of Lessee to perform one or more of the covenants herein contained to be kept and performed by Lessee, then in such event, the sum or sums so paid by Lessor, together with all interest, expense or obligations incurred by Lessor, shall be considered as additional rent and shall be due and payable from Lessee to Lessor.

20. **NOTICES.** All notices to be given to Lessee shall be given in writing, personally, or by depositing the same in the United States Mails, certified or registered, return receipt requested, postage prepaid and addressed to Lessee at:

Northgate FL Utility, LLC
10221 River Road, Ste 59831
Potomac, MD 20859

Notices and rental payments hereunder to be given to Lessor shall be given in a like manner and addressed to Lessor at:

NORTHGATE FL MHC, LLC
10221 River Road, Ste 59831
Potomac, MD 20859

or such other address as Lessor shall hereafter designate in writing. Notice shall be deemed to

have been given upon receipt if given by personal delivery or three (3) days after deposit in the mail if mailed.

21. **WAIVER.** In the event Lessor does not insist on a strict performance of any of the terms and conditions hereof, such shall not be deemed a waiver of the rights or remedies that Lessor shall have to insist upon strict performance of any such terms or conditions in the future or any other conditions and terms of this Lease.

22. **SUCCESSORS AND ASSIGNS.** The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.

23. **INVALIDITY OF ANY PROVISIONS.** If any term, covenant, condition or provision of this Lease shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

24. **MISCELLANEOUS.** The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein.

25. **HAZARDOUS SUBSTANCES.** Lessee shall indemnify, protect and hold harmless Lessor and each of its respective subsidiaries from and against all costs and damages incurred by Lessor in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) the operations of the Lessee after the Commencement Date and (ii) the activities of third parties affiliated with Lessee or invited on the Premises by Lessee. Lessor shall indemnify, protect and hold harmless Lessee and each of its respective subsidiaries from and against all costs and damages incurred by Lessee in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) any activity or action by any party prior to the Commencement Date, (ii) the condition of the Premises prior to the Commencement Date, including any future manifestations of such conditions, or (iii) the activities of Lessor or the activities of any third party not affiliated with Lessee and not invited on the Premises by Lessee. Each party agrees that such party will promptly give written notice to the other party of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any hazardous substance or environmental law of which such party has actual notice.

26. **REQUIRED STATEMENT.** Florida Statute §404.056(7) requires the following statement to be included in this Lease: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. **WAIVER OF JURY TRIAL.** Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship

of Lessor and Lessee, Lessee's use or occupancy of the Premises, and/or claim of injury or damage.

28. **RELATIONSHIP OF THE PARTIES.** Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between Lessor and Lessee; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of Lessor and Lessee shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

29. **OBLIGATIONS OF LESSEE ON TERMINATION.** Lessee agrees that upon the termination of this Lease for whatever reason, either upon the completion of the term hereof or otherwise, it will, at its sole cost and expense, (i) cause the water & wastewater treatment plants situated on the Premises and all percolation ponds, drainfields and other components of the utility system situated on the Premises (but exclusive of lines and laterals which are underground) to be decommissioned in accordance with all applicable regulations of the Florida Department of Environmental Protection, the County and any other state or federal agency having jurisdiction; (ii) remove all equipment, fixtures and personalty from any structures on the Premises.

30. **QUIET ENJOYMENT.** Lessor covenants that it now has good title to the Premises, free and clear of all liens and encumbrances. Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.

31. **LIABILITY.**

(a) Lessee shall be liable to Lessor for and shall indemnify and hold harmless Lessor and Lessor's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessee or Lessee's partners, venturers, directors, officers, agents, employees, or by any breach, violation or non-performance of any covenant of Lessee under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease by Lessor or Lessor's partners, venturers, directors, officers, agents, or employees. If any action or proceeding should be brought by or against Lessor in connection with any such liability or claim, Lessee, on notice from Lessor, shall defend such action or proceeding, at Lessee's expense, by or through attorneys reasonably satisfactory to Lessor.

(b) Lessor shall be liable to Lessee for and shall indemnify and hold harmless Lessee and Lessee's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessor or Lessor's partners, venturers, directors, officers, agents, or employees, or by any breach, violation

or non-performance of any covenant of Lessor under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease.

32. GUARANTY OF PERFORMANCE. For valuable consideration, the undersigned irrevocably and unconditionally guarantees to Lessor the full, faithful and punctual performance by Lessee of all of Lessee's covenants and agreements contained in this Lease, or any extensions or renewals thereof, and agrees that any extensions, postponements, either of payment or enforcement, waivers, releases of any rights against any party, or releases of any security shall not affect the undersigned's absolute and unconditional liability hereunder. Demand, notice of default or of nonpayment, and all suretyship defenses whatsoever are hereby waived.

Dated, signed, sealed, and delivered as of the date set forth above.

LESSOR: NORTHGATE FL MHC, LLC

Witness

By:

Witness

LESSEE: NORTHGATE FL UTILITY, LLC

Witness

By:

Witness

Exhibit A

NORTHGATE UTILITY, LLC

WATER & WASTEWATER SERVICE AREA

Exhibit B

99 Year Lease between
NORTHGATE MH COMMUNITY, LLC, LLC and
NORTHGATE UTILITY, LLC

LEASED PREMISES

Exhibit C

99 Year Lease between
NORTHGATE MHC, LLC, and
NORTHGATE FL UTILITY, LLC

WTP Site ____ acres
Book Value * \$ _____
Annual Lease Rate 10% _____
Annual Lease Payment \$ _____

STP Site 0. ____ acres
Book Value * _____ \$
Annual Lease Rate _____ 10% _____
Annual Lease Payment _____ \$

Total annual lease payment \$

*Land value at time first dedicated to public service in 19xx estimated at \$15,000 per acre. So Water plant land 0.049 acres x 15,000 = \$735; Wastewater plant land 0.58 acres x 15,000 = \$

EXHIBIT H

Permits from DEP and Water Management District



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

In the Matter of an
Application for Permit by:

Lester E. Grooms Jr, Owner
Northgate Properties of Titusville
3277 First Avenue
Mims Florida 32754
northgate@cfl.rr.com

File Number FLA010368-005-DW3P
Brevard County
Northgate Mobile Ranch & Travel Park
WWTF

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA010368 to operate the Northgate Mobile Ranch & Travel Park Wastewater Facility, issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on August 1, 2023. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes

- during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
 - (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a), F.A.C.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point-of-entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for

an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Reggie Phillips
Environmental Administrator
Permitting and Waste Cleanup Program

Attachment(s):

Permit, DMR, and Statement of Basis

CERTIFICATE OF SERVICE

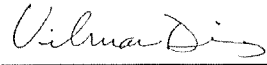
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

DEP: Charles LeGros, Cindy Stafford
Anthony D. Pedonesi, P.E., ADP & Associates, tony@adpassoc.com and
cyndi.shellabarger@adpassoc.com

Northgate Mobile Ranch & Travel Park WWTF
FLA010368
Page 4 of 4

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

June 22, 2023

Date



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd, Suite 232
Orlando, Florida 32803-3767

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Northgate Properties, Inc of Titusville

RESPONSIBLE OFFICIAL:
Mr Lester E. Grooms, Jr.
3277 1st Ave
Mims, Florida 32754-3147
(321) 267-0144
northgate3@cfl.rr.com

PERMIT NUMBER: FLA010368
FILE NUMBER: FLA010368-005-DW3P
ISSUANCE DATE: June 22, 2023
EFFECTIVE DATE: June 22, 2023
EXPIRATION DATE: June 21, 2028

FACILITY:
Northgate Mobile Ranch & Travel Park WWTF
3277 1st Ave
Mims, FL 32754-3147
Brevard County
Latitude: 28°41' 28.79" N Longitude: 80°51' 45.43" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above-named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

An existing 0.046 million gallon per day (MGD) annual average daily flow (AADF) dual train (0.020 MGD and 0.026 MGD) permitted capacity extended aeration domestic wastewater treatment plant consisting of aeration, secondary clarification, chlorination, and aerobic digestion of biosolids.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.046 MGD annual average daily flow permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of three (3) rapid infiltration basins with a total wetted area of approximately 18,400 square feet having a capacity of 0.046 MGD located approximately at latitude 28°41' 31" N, longitude 80°51' 46" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 17 of this permit.

PERMITTEE: Northgate Properties, Inc of Titusville
 FACILITY: Northgate Mobile Ranch & Travel Park WWTF

PERMIT NUMBER: FLA010368
 EXPIRATION DATE: June 21, 2028

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

- During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to rapid rate Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.7.:

Parameter	Units	Max. /Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow (To RIBs)	MGD	Max Max	0.046 Report	Annual Average Monthly Average	5 Days/Week	Elapsed Time Measurement on Pump (Pump Log)	FLW-1	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max	20.0 60.0 Report Report	Annual Average Single Sample Weekly Average Monthly Average	Monthly	Grab	EFA-1	
Solids, Total Suspended	mg/L	Max Max Max	20.0 60.0 Report Report	Annual Average Single Sample Monthly Average Weekly Average	Monthly	Grab	EFA-1	
Coliform, Fecal	#/100mL	Max Max Max	200 400 800 Report	Annual Average 90 th Percentile Single Sample Monthly Geometric Mean	Monthly	Grab	EFA-1	See I.A.4 and I.A.5
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-1	
Chlorine, Total Residual (For Disinfection) *	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-1	See I.A.6
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Annually	Grab	EFA-1	
Nitrogen, Total	mg/L	Max Max	Report Report	Single Sample Annual Average	Quarterly	Grab	EFA-1	
Phosphorus, Total (as P)	mg/L	Max Max	Report Report	Single Sample Annual Average	Quarterly	Grab	EFA-1	

*a minimum chlorine residual of 0.5 mg/L must be achieved at each chlorine contact chamber if operating both units

- Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-1	Elapsed time meters on influent lift stations.
EFA-1	Proportional sample from each chlorination tank.

- An elapsed time measurement on pump (pump log) shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]

PERMITTEE: Northgate Properties, Inc of Titusville
 FACILITY: Northgate Mobile Ranch & Travel Park WWTF

PERMIT NUMBER: FLA010368
 EXPIRATION DATE: June 21, 2028

4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report to be used to calculate the annual average. All other fecal coliform effluent limitations included in permit condition I.A.1 apply regardless of the number of values reported. [62-600.440(5)(b)]
5. To report the "90th percentile,"
 - a. Place the bacteria results in ascending order (from lowest to highest value) and assign each sample a number, 1 for the lowest value.
 - b. Multiply the total number of samples by 0.9 to determine the 90th percentile level.
 - c. Report the value of the sample that corresponds to the 90th percentile level (e.g., 10 samples x 0.9 = 9, report the value of the 9th sample). If the 90th percentile level is not a whole number, rounding or interpolation should be used to determine the 90th percentile. When rounding, round down to the nearest whole number if the decimal is 0.4 or lower, and round up to the nearest whole number if the decimal is 0.5 or higher (e.g., 12 samples x 0.9 = 10.8, report the value of the 11th sample if rounding).

[62-600.440(5)(a)3]
6. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-610.510][62-600.440(5)(c) and (6)(b)]
7. Nitrate nitrogen (NO₃) concentration in the water discharged to the land application system shall not exceed 12.0 mg/L, or as required to comply with Rule 62-610.510, F.A.C. If the facility exceeds this limit, the Department may require future groundwater monitoring or modification to the treatment facility to remove nitrogen. [62-610.510]
8. Monitoring for total nitrogen (TN) and total phosphorus (TP) are required as allowed by Rule 62-600.650(3), FAC, to evaluate impacts of reclaimed water to ground and surface waters in an impaired water basin. [62-600.650(3)]

B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7.:

Parameter	Units	Max. /Min	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow (Total through facility)	MGD	Max Max Max	0.046 Report Report	Annual Average Monthly Average Quarterly Average	5 Days/Week	Meter	FLW-1	See I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-1	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-1	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-1	See I.B.3

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

PERMITTEE: Northgate Properties, Inc of Titusville
FACILITY: Northgate Mobile Ranch & Travel Park WWTF

PERMIT NUMBER: FLA010368
EXPIRATION DATE: June 21, 2028

Monitoring Site Number	Description of Monitoring Site
FLW-1	Elapsed time meters on influent lift stations.
CAL-1	Calculate using FLW-1.
INF-1	Raw influent to aeration tanks.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-600.660(4)(a)]
4. A meter shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
5. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (November 10, 2020)" is available at <https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
 - a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
 - c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

6. The permittee shall provide safe access points for obtaining representative samples which are required by this permit. [62-600.650(2)]
7. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

PERMITTEE: Northgate Properties, Inc of Titusville
FACILITY: Northgate Mobile Ranch & Travel Park WWTF

PERMIT NUMBER: FLA010368
EXPIRATION DATE: June 21, 2028

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	first day of month - last day of month	28 th day of following month
Once Every Two Months	January 1 - February 28/29 March 1 - April 30 May 1 - June 30 July 1 - August 31 September 1 - October 31 November 1 - December 31	March 28 May 28 July 28 September 28 November 28 January 28
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting electronic DMR forms, the permittee shall use the electronic DMR system approved by the Department (EzDMR) and shall electronically submit the completed DMR forms using the DEP Business Portal at <https://www.fldepportal.com/go/>. Reports shall be submitted to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department's Central District Office at the address specified in Permit Condition I.B.9. by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18)][62-600.680(1)]

8. The permittee of a publicly owned facility shall submit an annual report regarding transactions or allocations of costs and expenditures on pollution mitigation among the utility's permitted wastewater systems, including the prevention of sanitary sewer overflows, collection and transmission system pipe leakages, and inflow and infiltration. This report may be combined with the annual report for the permittee's collection system action plan once Rule 62-600.705, F.A.C., becomes effective. The report shall be electronically submitted to the district office no later than June 30 of each calendar year. [62-600.700(4)]
9. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Central District Office at the address specified below:

Florida Department of Environmental Protection
Central District
3319 Maguire Blvd
Suite 232
Orlando, Florida 32803-3767

Electronic submittal is preferred, by sending to DEP_CD@dep.state.fl.us.

Phone Number - (407) 897-4100

[62-620.305]

10. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]

PERMITTEE: Northgate Properties, Inc of Titusville
FACILITY: Northgate Mobile Ranch & Travel Park WWTF

PERMIT NUMBER: FLA010368
EXPIRATION DATE: June 21, 2028

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

1. Biosolids generated by this facility may be transferred to Shelley's Septic Biosolids Treatment Facility (BTF) or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. [62-620.320(6), 62-640.880(1)]
2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.650(4)(a)]
3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.7.

Parameter	Units	Max. /Min	Biosolids Limitation		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1	
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1	

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Calculated (based on volume and estimated % solids). Calculated and reported in dry tons.

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

B. Disposal

1. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]

C. Transfer

1. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an

PERMITTEE: Northgate Properties, Inc of Titusville
FACILITY: Northgate Mobile Ranch & Travel Park WWTF

PERMIT NUMBER: FLA010368
EXPIRATION DATE: June 21, 2028

agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]

2. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility	Biosolids Treatment Facility or Treatment Facility
1. Date and time shipped	1. Date and time received
2. Amount of biosolids shipped	2. Amount of biosolids received
3. Degree of treatment (if applicable)	3. Name and ID number of source facility
4. Name and ID Number of treatment facility	4. Signature of hauler
5. Signature of responsible party at source facility	5. Signature of responsible party at treatment facility
6. Signature of hauler and name of hauling firm	

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

D. Receipt

1. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]

III. GROUND WATER REQUIREMENTS

1. Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part IV Rapid Infiltration Basins

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.518]
2. The maximum annual average loading rate to the rapid infiltration basins shall be limited to 4 inches per day (as applied to the entire bottom area). [62-610.523(3)]
3. The rapid infiltration basins normally shall be loaded for 7 days and shall be rested for 7 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. [62-610.523(4)]
4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. [62-610.523(6) and (7)]
5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.514 and 62-610.414]
6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. [62-610.800(9)]

PERMITTEE: Northgate Properties, Inc of Titusville
FACILITY: Northgate Mobile Ranch & Travel Park WWTF

PERMIT NUMBER: FLA010368
EXPIRATION DATE: June 21, 2028

7. Holding ponds are provided for reclaimed water storage, such ponds are subject to the requirements of Rule 62-610.414, F.A.C. [62-610.514(2)]
8. If subsurface drain systems are needed, they shall be designed in accordance with appropriate portions of paragraph 62-610.300(1)(c), F.A.C., concerning Natural Resources Conservation Services criteria for subsurface drains. The drainage system shall be designed so that the seasonal high-water table is drawn down to a minimum of 36 inches below pond bottoms during resting periods. The requirements of subsection 62-610.850(1), F.A.C., shall apply to discharges to surface waters from the drainage system. [62-610.517(2)(a)]
9. A setback distance of 500 feet shall be provided from the edge of the rapid infiltration basin, percolation pond, basin, or trench embankments, or from the edge of an absorption field to potable water supply wells that are existing or have been approved by the Department or by the Department of Health (but not yet constructed); Class I surface waters; or Class II surface waters. The setback distance to Class I and II surface waters shall be reduced to 100 feet if high-level disinfection is provided. Setback distance requirements apply to all Class II waters, regardless of Department classification. [62-610.521(2)]

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of one or more operators certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 1/2 hour/day for 5 days/week and one visit each weekend. The lead/chief operator must be a Class C operator, or higher.

2. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. [62-699.311(1)]

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. [62-600.405(5)]
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. [62-600.735(1)]

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection at the following address: on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by this permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for this permit for at least three years from the date the application was filed;

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- d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
- e. A copy of the current wastewater facility permit;
- f. Copies of the current operation and maintenance manuals for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee as required by Chapters 62-600 and 62-604, F.A.C.;
- g. A copy of any required record drawings for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee;
- h. Copies of the licenses of the current certified operators;
- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and
- j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

[62-620.350, 62-604.500, 62-602.650, 62-640.650(4)]

VI. SCHEDULES

1. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
 - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
 - b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

[62-620.335(1)-(4)]

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

1. This facility is not required to have a pretreatment program at this time. *[62-625.500]*

VIII. OTHER SPECIFIC CONDITIONS

1. The permittee shall comply with all conditions and requirements for reuse contained in their consumptive use permit issued by the Water Management District, if such requirements are consistent with Department rules. *[62-610.800(10)]*
2. In the event that the wastewater facilities or equipment, including collection/transmission systems, no longer function as intended, are no longer safe in terms of public health and safety (including inactive or abandoned facilities), or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by paragraphs 62-600.400(2)(a) and 62-604.400(2)(c), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the

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treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-600.410(5), 62-604.500(3) and 62-640.400(6)]

3. All collection/transmission systems shall be operated and maintained to provide uninterrupted service. All pump stations shall be operated and maintained to provide the emergency pumping capability requirements in paragraph 62-604.400(2)(a), F.A.C., the lightning and transient voltage surge protections in paragraph 62-604.400(2)(b), F.A.C., and the design and signage requirements in paragraph 62-604.400(2)(d), F.A.C. Also, all equipment, pipes, manholes, pump stations, and other appurtenances necessary for the collection/transmission of domestic wastewater, including equipment provided pursuant to subsection 62-604.400(2), F.A.C., shall be maintained to function as intended. [62-604.500(2) and (3)]
4. The permittee shall evaluate and update the emergency response plan portion of the collection system operation and maintenance manual annually. The emergency response plan shall assess collection system security including cybersecurity; water quality monitoring for sanitary sewer overflows affecting surface waters; and hurricane and severe storm preparedness and response. [62-604.500(4)]
5. Collection/transmission systems shall be maintained to minimize excessive infiltration and inflow into the collection/transmission system, as well as excessive leakage from the collection/transmission system. The permittee shall take corrective actions when infiltration, inflow, or leakage is excessive. Infiltration and inflow are considered excessive if one or both cause or contribute to sanitary sewer overflows. Leakage, or exfiltration, is considered excessive if it causes or contributes to a violation of surface water quality standards or ground water quality standards. [62-604.500(5)]
6. All collection/transmission systems shall be operated and maintained to prevent sanitary sewer overflows. The permittee shall evaluate the cause of all sanitary sewer overflows and evaluate potential corrective measures to avoid future sanitary sewer overflows. Corrective actions shall be taken by the permittee if excessive inflow and infiltration causes or contributes to a sanitary sewer overflow. The owner/operator of a satellite collection system shall take corrective actions for a sanitary sewer overflow in the receiving collection system caused by excessive inflow and infiltration in the satellite collection system. [62-604.500(6)]
7. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. [62-604.130(4)]
8. Cross-connection, as defined in Rule 62-550.200, F.A.C., between the wastewater facility, including the collection/transmission system, and a potable water system is prohibited. [62-550.360][62-604.130(3)]
9. The collection/transmission operation and maintenance manual shall be maintained and revised periodically in accordance with subsection 62-604.500(4), F.A.C., to reflect any alterations performed or to reflect experience resulting from operation. However, a new operation and maintenance manual is not required to be developed for each project if there is already an existing manual that is applicable to the facilities being constructed. [62-604.500(4)]
10. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. [62-604.550] [62-620.610(20)]
11. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or

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- c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
- d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
- e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]

- 12. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
- 13. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
- 14. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
- 15. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
- 16. The permittee shall provide notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility. If pretreatment becomes necessary, this permit may be modified to require the permittee to develop and implement a local pretreatment program in accordance with the requirements of Chapter 62-625, F.A.C.

[62-620.625(2)]

IX. GENERAL CONDITIONS

- 1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
- 2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*

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3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.*[62-620.610(9)]*
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or

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terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17)]*
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.

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- d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
- e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]
20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; clean up actions taken and status; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. For noncompliance events related to sanitary sewer overflows, bypass events, or unauthorized discharges, these reports must include the data described above (with the exception of time of discovery) as well as the type of event (e.g., sanitary sewer overflow, bypass, unauthorized discharge); type of sanitary sewer overflow structure (e.g., manhole); the discharge location address and latitude/longitude; type of water discharged; discharge volumes and volumes recovered; volume discharged to surface waters and receiving waterbody name; types of human health and environmental impacts of the sanitary sewer overflow, bypass event, or unauthorized discharge (e.g., beach closure); whether the noncompliance was caused by a third party; and whether the noncompliance was related to wet weather. The written submission may be provided electronically using the Department's Business Portal at <https://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification"). Notice required for public notice of pollution under paragraph (d) may be provided together with the written submission using the Business Portal. All noncompliance events related to sanitary sewer overflows or bypass events submitted after September 14, 2021, shall be submitted electronically.
 - a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or the effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice; and,
 - (4) Any unauthorized discharge to surface or ground waters, except for discharges to ground water of reclaimed water meeting Part III or Part V treatment standards under Chapter 62-610, F.A.C.
 - b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4., that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800)320-0519, as soon as practicable, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
 - (a) Name, address, and telephone number of person reporting,

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- (b) Name, address, and telephone number of permittee or responsible person for the discharge,
 - (c) Date and time of the discharge and status of discharge (ongoing or ceased),
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater),
 - (e) Estimated amount of the discharge,
 - (f) Location or address of the discharge,
 - (g) Source and cause of the discharge,
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date,
 - (i) Description of area affected by the discharge, including name of water body affected, if any; and,
 - (j) Other persons or agencies contacted.
- (2) Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1., above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.
- d. In accordance with Section 403.077, F.S., unauthorized releases or spills reportable to the State Watch Office pursuant to subparagraph (b)1. above shall also be reported to the Department within 24 hours from the time the permittee becomes aware of the discharge. The permittee shall provide to the Department information reported to the State Watch Office. Notice of unauthorized releases or spills may be provided to the Department through the Department's Public Notice of Pollution web page at <https://floridadep.gov/pollutionnotice> or by reporting electronically using the Department's Business Portal at <https://www.fldeportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification").
- (1) If, after providing notice pursuant to paragraph (d) above, the permittee determines that a reportable unauthorized release or spill did not occur or that an amendment to the notice is warranted, the permittee may submit a letter to the Department documenting such determination at pollution.notice@floridadep.gov.
- (2) If, after providing notice pursuant to paragraph (d) above, the permittee discovers that a reportable unauthorized release or spill has migrated outside the property boundaries of the installation, the permittee must provide an additional notice to the Department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.
- e. Unless discharged to surface waters, a spill, release, discharge, upset or bypass involving reclaimed water meeting Part III or Part V treatment standards under Chapter 62-610, F.A.C., shall not be considered to endanger health or the environment and shall be reported under subsection (21) of this permit.

[62-620.610(20)] [62-620.100(3)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*

22. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of

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reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

- (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
- (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
- (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
- (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
- (2) The permitted facility was at the time being properly operated;
- (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
- (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

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Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

A handwritten signature in black ink, appearing to read "Reggie Phillips", is positioned above the printed name and title.

Reggie Phillips
Program Administrator
Permitting and Waste Cleanup Program

Attachment(s):
Discharge Monitoring Report

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME:	Northgate Properties, Inc of Titusville	PERMIT NUMBER:	FLA010368-005-DW3P	Permit Expiration Date	June 20, 2028
MAILING ADDRESS:	3277 1st Ave Mims, Florida 32754- 3147	LIMIT:	Final	REPORT FREQUENCY:	Monthly
FACILITY:	Northgate Mobile Ranch & Travel Park WWTF	CLASS SIZE:	N/A	PROGRAM:	Domestic
LOCATION:	3277 1st Ave Mims, FL 32754-3147	MONITORING GROUP NUMBER:	R-001		
		MONITORING GROUP DESCRIPTION:	rapid infiltration basins, with Influent		
		RE-SUBMITTED DMR:	<input type="checkbox"/>		
		NO DISCHARGE FROM SITE:	<input type="checkbox"/>		
COUNTY:	Brevard	MONITORING PERIOD	From: _____ To: _____		
OFFICE:	Central District				

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow (To RIBs)	Sample Measurement										
PARM Code 50050 Y Mon. Site No. FLW-1	Permit Requirement		0.046 (An.Avg.)	MGD						5 Days/Week	Elapsed Time Measurement on Pump
Flow (To RIBs)	Sample Measurement										
PARM Code 50050 I Mon. Site No. FLW-1	Permit Requirement		Report (Mo.Avg.)	MGD					0	5 Days/Week	Elapsed Time Measurement on Pump
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFA-1	Permit Requirement				20.0 (An.Avg.)			mg/L		Monthly	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 A Mon. Site No. EFA-1	Permit Requirement				60.0 (Max.)	Report (Max.Wk.Avg.)	Report (Mo.Avg.)	mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 Y Mon. Site No. EFA-1	Permit Requirement				20.0 (An.Avg.)			mg/L		Monthly	Grab
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 A Mon. Site No. EFA-1	Permit Requirement				60.0 (Max.)	Report (Max.Wk.Avg.)	Report (Mo.Avg.)	mg/L		Monthly	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE: June 22, 2023
DMR EFFECTIVE DATE: August 1, 2023 - Permit expiration

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Northgate Mobile Ranch & Travel Park WWTF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

R-001

PERMIT NUMBER: FLA010368-005-DW3P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal	Sample Measurement										
PARM Code 74055 Y Mon. Site No. EFA-1	Permit Requirement				200 (An.Avg.)			#/100mL		Monthly	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 A Mon. Site No. EFA-1	Permit Requirement				800 (Max.)	Report (Mo.Geo.Mn.)	400 (90th %)	#/100mL		Monthly	Grab
pH	Sample Measurement										
PARM Code 00400 A Mon. Site No. EFA-1	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement										
PARM Code 50060 A Mon. Site No. EFA-1	Permit Requirement				0.5 (Min.)			mg/L		5 Days/Week	Grab
Flow (Total through facility)	Sample Measurement										
PARM Code 50050 P Mon. Site No. FLW-1	Permit Requirement		0.046 (An.Avg.)	MGD						5 Days/Week	Meter
Flow (Total through facility)	Sample Measurement										
PARM Code 50050 Q Mon. Site No. FLW-1	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD					0	5 Days/Week	Meter
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement										
PARM Code 00180 P Mon. Site No. CAL-1	Permit Requirement						Report (Mo.Avg.)	percent	0	Monthly	Calculated

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

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PERMITTEE NAME:	Northgate Properties, Inc of Titusville	PERMIT NUMBER:	FLA010368-005-DW3P	Permit Expiration Date	June 20, 2028
MAILING ADDRESS:	3277 1st Ave Mims, Florida 32754- 3147	LIMIT:	Final	REPORT FREQUENCY:	Quarterly
FACILITY:	Northgate Mobile Ranch & Travel Park WWTF	CLASS SIZE:	N/A	PROGRAM:	Domestic
LOCATION:	3277 1st Ave Mims, FL 32754-3147	MONITORING GROUP NUMBER:	R-001		
		MONITORING GROUP DESCRIPTION:	rapid infiltration basins, with Influent		
		RE-SUBMITTED DMR:	<input type="checkbox"/>		
		NO DISCHARGE FROM SITE:	<input type="checkbox"/>		
COUNTY:	Brevard	MONITORING PERIOD	From: _____ To: _____		
OFFICE:	Central District				

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Total	Sample Measurement										
PARM Code 00600 Y Mon. Site No. EFA-1	Permit Requirement				Report (An.Avg.)			mg/L	0	Quarterly	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 A Mon. Site No. EFA-1	Permit Requirement					Report (Max.)		mg/L	0	Quarterly	Grab
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 Y Mon. Site No. EFA-1	Permit Requirement				Report (An.Avg.)			mg/L	0	Quarterly	Grab
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 A Mon. Site No. EFA-1	Permit Requirement					Report (Max.)		mg/L	0	Quarterly	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE: June 22, 2023
DMR EFFECTIVE DATE: August 1, 2023 - Permit expiration

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

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PERMITTEE NAME:	Northgate Properties, Inc of Titusville	PERMIT NUMBER:	FLA010368-005-DW3P	Permit Expiration Date	June 20, 2028
MAILING ADDRESS:	3277 1st Ave Mims, Florida 32754- 3147	LIMIT:	Final	REPORT FREQUENCY:	Annually
FACILITY:	Northgate Mobile Ranch & Travel Park WWTF	CLASS SIZE:	N/A	PROGRAM:	Domestic
LOCATION:	3277 1st Ave Mims, FL 32754-3147	MONITORING GROUP NUMBER:	R-001		
		MONITORING GROUP DESCRIPTION:	rapid infiltration basins, with Influent		
		RE-SUBMITTED DMR:	<input type="checkbox"/>		
		NO DISCHARGE FROM SITE:	<input type="checkbox"/>		
COUNTY:	Brevard	MONITORING PERIOD	From: _____ To: _____		
OFFICE:	Central District				

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Nitrate, Total (as N)	Sample Measurement										
PARM Code 00620 A Mon. Site No. EFA-1	Permit Requirement					12.0 (Max.)	mg/L			Annually	Grab
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement										
PARM Code 80082 G Mon. Site No. INF-1	Permit Requirement					Report (Max.)	mg/L	0		Annually	Grab
Solids, Total Suspended (Influent)	Sample Measurement										
PARM Code 00530 G Mon. Site No. INF-1	Permit Requirement					Report (Max.)	mg/L	0		Annually	Grab

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE: June 22, 2023
DMR EFFECTIVE DATE: August 1, 2023 - Permit expiration

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME:	Northgate Properties, Inc of Titusville	PERMIT NUMBER:	FLA010368-005-DW3P	Permit Expiration Date	June 20, 2028
MAILING ADDRESS:	3277 1st Ave Mims, Florida 32754- 3147	LIMIT:	Final	REPORT FREQUENCY:	Monthly
FACILITY:	Northgate Mobile Ranch & Travel Park WWTF	CLASS SIZE:	N/A	PROGRAM:	Domestic
LOCATION:	3277 1st Ave Mims, FL 32754-3147	MONITORING GROUP NUMBER:	RMP-Q		
		MONITORING GROUP DESCRIPTION:	Biosolids Quantity		
		RE-SUBMITTED DMR:	<input type="checkbox"/>		
		NO DISCHARGE FROM SITE:	<input type="checkbox"/>		
COUNTY:	Brevard	MONITORING PERIOD	From: _____ To: _____		
OFFICE:	Central District				

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Transferred)	Sample Measurement										
PARM Code B0007 + Mon. Site No. RMP-1	Permit Requirement		Report (Mo.Total)	dry tons					0	Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement										
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement		Report (Mo.Total)	dry tons					0	Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE: June 22, 2023

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FLA010368-005-DW3P

From: _____ To: _____

Facility: Northgate Mobile Ranch & Travel Park WWTF

	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Flow (To RIBs) MGD	Solids, Total Suspended mg/L	pH s.u.					
Code	80082	50060	74055	50050	00530	00400					
Mon. Site	EFA-1	EFA-1	EFA-1	FLW-1	EFA-1	EFA-1					
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
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20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Morning Shift Operator	Class: _____	Certificate No: _____	Name: _____
Afternoon Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: _____	Certificate No: _____	Name: _____

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts—A, B, and D—all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

- Results greater than or equal to the PQL shall be reported as the measured quantity.
- Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
- Results less than the MDL shall be reported by entering a less than sign ("<") followed by the laboratory's MDL value, e.g. < 0.001. A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.

No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.

Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

Time Sample Obtained: Enter the time the sample was taken.

Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.

Detection Limits: Record the detection limits of the analytical methods used.

Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

CBOD₅: Enter the average CBOD₅ of the reclaimed water discharged during the period shown in duration of discharge.

TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

**STATEMENT OF BASIS
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FLA010368-005

FACILITY NAME: Northgate Mobile Ranch & Travel Park WWTF

FACILITY LOCATION: 3277 1st Ave, Mims, FL 32754-3147
Brevard County

NAME OF PERMITTEE: Northgate Properties, Inc of Titusville

APPLICATION REVIEWER: Wilmott Brown

PERMIT WRITER: Charles LeGros

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA010368-005-DW3P

Application Submittal Date: January 18, 2022

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Private

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.046 MGD Annual Average Daily Flow
Proposed Increase in Permitted Capacity:	0.0 MGD Annual Average Daily Flow
Proposed Total Permitted Capacity:	0.046 MGD Annual Average Daily Flow

d. Description of Wastewater Treatment

An existing 0.046 million gallon per day (MGD) annual average daily flow (AADF) dual train (0.020 MGD and 0.026 MGD) permitted capacity extended aeration domestic wastewater treatment plant consisting of aeration, secondary clarification, chlorination, and aerobic digestion of biosolids.

e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)

R-001: An existing 0.046 MGD annual average daily flow permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of three (3) rapid infiltration basins with a total wetted area of approximately 18,400 square feet having a capacity of 0.046 MGD located approximately at latitude 28°41' 31" N, longitude 80°51' 46" W.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to direct reclaimed water to Reuse System R-001, a rapid infiltration basin system, based on the following:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow (To RIBs)	MGD	Max	0.046	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(a)1. FAC
		Max	60.0	Single Sample	62-610.510 & 62-600.420(3)(a)4. FAC
		Max	Report	Monthly Average	62-610.510 & 62-600.420(3)(a)2. FAC
		Max	Report	Weekly Average	62-610.510 & 62-600.420(3)(a)3. FAC
		Max	Report	Monthly Average	62-610.510 & 62-600.420(3)(b)1. FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(b)1. FAC
		Max	60.0	Single Sample	62-610.510 & 62-600.420(3)(b)4. FAC
		Max	Report	Weekly Average	62-610.510 & 62-600.420(3)(b)3. FAC
		Max	Report	Monthly Average	62-610.510 & 62-600.420(3)(b)2. FAC
Coliform, Fecal	#/100mL	Max	400	90th Percentile	62-610.510 & 62-600.440(5)(a)3. FAC
		Max	200	Annual Average	62-610.510 & 62-600.440(5)(a)1. FAC
		Max	800	Single Sample	62-610.510 & 62-600.440(5)(a)4. FAC
		Max	Report	Monthly Geometric Mean	62-610.510 & 62-600.440(5)(a)2. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.510 & 62-600.440(5)(c) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	62-610.510(1) FAC
Nitrogen, Total	mg/L	Max	Report	Single Sample	62-600.650(3) FAC
		Max	Report	Annual Average	62-600.650(3) FAC
Phosphorus, Total (as P)	mg/L	Max	Report	Single Sample	62-600.650(3) FAC
		Max	Report	Annual Average	62-600.650(3) FAC

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow (Total through facility)	MGD	Max	0.046	Annual Average	62-600.700(2)(b) FAC
		Max	Report	Monthly Average	62-600.700(2)(b) FAC
		Max	Report	Quarterly Average	62-600.700(2)(b) FAC
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	62-600.660(1) FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-600.660(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-600 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-600, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. IMPAIRMENT STATUS OF RECEIVING WATERS

This facility does not discharge to surface waters. However, the R,001 rapid infiltration basins land application system is located in a nutrient-impaired basin (WBID 2978D Upper St. Johns Basin). When effluent is land applied it infiltrates into groundwater and has the potential to deliver nutrient loads to the aquifer and hydrologically connected surface waters. Monitoring for total nitrogen and total phosphorus is included for R-001, rapid infiltration system in order to provide reasonable assurance that the discharge to ground waters will not cause or contribute to the nutrient impairment in the basin.

5. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The new wastewater permit for this facility FLA010368-005-DW3P will expire on June 20, 2028.

Permit revision FLA010368-004-DW3P allowed addition of a new digester issued January 8, 2013 and was cleared February 4, 2013.

Monitoring for total nitrogen (TN) and total phosphorus (TP) are required as allowed by Rule 62-600.650(3), FAC, to evaluate impacts of reclaimed water to ground and surface waters in an impaired water basin. [62-600.650(3)]

A fecal coliform 90th percentile limit of 400 #/100mL was added to R-001. [62-610.510 & 62-600.440(5)(a)3. FAC]

6. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to Shelley's Septic Biosolids Treatment Facility (BTF) or disposed of in a Class I solid waste landfill.

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency	All Parameters				62-640.650(5)(a) FAC

7. GROUND WATER MONITORING REQUIREMENTS

This section is not applicable to this facility.

8. PERMIT SCHEDULES

A schedule is not included in the wastewater permit.

9. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

10. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO, and the permittee has not entered into a CO with the Department that affects this permit.

11. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

12. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 14. Copies will be provided at a minimal charge per page.

13. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Permit Issuance

June 22, 2023

14. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Charles LeGros
Charles.legros@dep.state.fl.us
Environmental Consultant
Central District Office

3319 Maguire Blvd
Suite 232
Orlando, FL 32803-3767

Telephone No.: (407) 897-4158



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd, Suite 232
Orlando Florida 32803

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

REQUEST FOR ADDITIONAL INFORMATION

September 18, 2025

Austin Berk, Owner
10221 River Rd. #59831
Potomac, MD 20859
homeoffice@parakeetcommunities.com

Re: First Request for Additional Information (RAI)
Brevard County – Wastewater
Facility Name: Northgate Mobile Ranch & Travel Park WWTF
Project Name: NORTHGATE FL MHC LLC
Facility ID: FLA010368
DEP Application No.: FLA010368-006

Dear Austin Berk:

Thank you for your application for transfer of a wastewater facility or activity submitted on September 17, 2025 for the above referenced Facility. A review of your application and supporting documentation indicates the application is incomplete. Please provide the information listed below and refer to this RAI in your response. The response to this RAI must be signed, sealed, and dated by a registered Florida Professional Engineer.

1. Please provide documentation that the person, Austin Berk, signing the application form meets the requirements of Rule 62-620.305, F.A.C. Acceptable signatories are as follows:
 - a. For a corporation, a responsible corporate officer as described in the rule;
 - b. For a partnership or sole proprietorship, a general partner or the proprietor, respectively;
 - c. For a public facility, principal executive officer or elected official.

In lieu of one of the above signing the form, a letter of authorization may be submitted allowing another person to sign. [62-620.305]

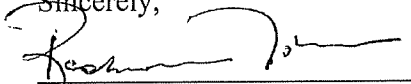
2. Revise the mailing address on the application for applicant, Northgate FL MHC LLC. The website sunbiz.org indicates a different address than what is on the application, please advise on the correct mailing address for our department records and consistency. [62-620.910(1)]
3. Revise permit number to transfer, current permit in department records is FLA010368-005. The permit number on application is incomplete, confirm the permit number on application for consistency. [62-620.910(1)]

Austin Berk, Owner
Page 2 of 2
September 18, 2025

To continue the processing of your application, the Department must receive a response within 90 days of this letter, December 17, 2025, unless a written request for additional time to provide the requested information is submitted and approved. It is the Department's desire to provide prompt turnaround times on permit applications, and a quicker response to this RAI shortens the timeframe for which a final decision on the application can be made. Pursuant to Rule 62-4.055(1), F.A.C. and Section 120.60, F.S., failure of an applicant to provide timely requested information by the applicant deadline may result in denial of the application. You are encouraged to contact this office to discuss the items requested to assist you in developing a complete and adequate response.

Your processor, Margarita Hernandez can be contacted at 407-897-4107, Margarita.Hernandez@FloridaDEP.gov. Please submit your response by email to DEP_CD@floridadep.gov, with a copy to Margarita.Hernandez@FloridaDEP.gov. If the submittal is over 35MB, please email DEP_CD@floridadep.gov, with a copy to Margarita.Hernandez@FloridaDEP.gov, requesting access to the secure file portal. After posting the submittal, send an email to email DEP_CD@floridadep.gov, with a copy to Margarita.Hernandez@FloridaDEP.gov, alerting us that it has been posted.

Sincerely,



Rashendrick Johnson
Environmental Manager
Permitting and Waste Cleanup Program

v. 1.9

cc:

Lester E. Grooms, Jr., Northgate Properties, Inc. of Titusville, northgate3@cfl.rr.com;

FDEP: Margarita Hernandez, Charles Legros, Rashendrick Johnson, Reggie Phillips



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

05-54-3262127

Mobile Home Parks - Mobile Home Park

5-BID-8208620

Issued To: Northgate Mobile Home & RV Park
3277 1st Avenue
Mims, FL 32754

County: Brevard
Amount Paid: \$40.00
Date Paid: 09/04/2025
Issue Date: 10/08/2025

Permit Expires On: 09/30/2026

Mail To: Northgate FL MHC, LLC
10221 River Rd
Potomac, MD 20859

Issued By:
Department of Health in Brevard County
2725 Judge Fran Jamieson Way, Suite A116
Melbourne, FL 32940
(321) 633-2100

Owner: Northgate FL MHC, LLC

Mobile Home Spaces: 172

Recreational Vehicle Spaces: 111

Migrant Spaces: 0

Tent Spaces: 0

Total Beds: 0.00

Total Spaces for Billing: 283

Original Customer: Northgate Mobile Home & RV Park (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

05-54-3262127

Mobile Home Parks - Mobile Home Park

5-BID-8208620

Issued To: Northgate Mobile Home & RV Park
3277 1st Avenue
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Issue Date: 10/08/2025

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Mail To: Northgate FL MHC, LLC
10221 River Rd
Potomac, MD 20859

Issued By:
Department of Health in Brevard County
2725 Judge Fran Jamieson Way, Suite A116
Melbourne, FL 32940
(321) 633-2100

Owner: Northgate FL MHC, LLC



WASTEWATER FACILITY OR ACTIVITY PERMIT APPLICATION FORM 1 GENERAL INFORMATION

I IDENTIFICATION NUMBER:

Facility ID FLA010368

II CHARACTERISTICS:

INSTRUCTIONS: Complete the questions below to determine whether you need to submit any permit application forms to the Department of Environmental Protection. If you answer "yes" to any questions, you must submit this form and the supplemental form listed in the parenthesis following the question. Mark "X" in the blank in the third column if the supplemental form is attached. If you answer "no" to each question, you need not submit any of these forms. You may answer "no" if your activity is excluded from permit requirements. See Section B of the instructions. See also, Section C of the instructions for definitions of the terms used here.

SPECIFIC QUESTIONS	YES	NO	FORM ATTACHED
A. Is this facility a domestic wastewater facility which results in a discharge to surface or ground waters?			
B. Does or will this facility (either existing or proposed) include a concentrated animal feeding operation or aquatic animal production facility which results in a discharge to waters?			
C. Does or will this facility (other than those describe in A. or B.) discharge process wastewater, or non-process wastewater regulated by effluent guidelines or new source performance standards, to surface waters?			
D. Does or will this facility (other than those described in A. or B.) discharge process wastewater to ground waters?			
E. Does or will this facility discharge non-process wastewater, not regulated by effluent guidelines or new source performance standards, to surface waters?			
F. Does or will this facility discharge non-process wastewater to ground waters?			
G. Does or will this facility discharge stormwater associated with industrial activity to surface waters?			
H. Is this facility a non-discharging/closed loop recycle system?			
I. Is this facility a public water system whose primary purpose is the production of potable water for public consumption and which discharges demineralization concentrate to surface water or groundwater?			

III NAME OF FACILITY: (40 characters and spaces)

Northgate Mobile Home & RV Park

Facility ID FLA010368**IV FACILITY CONTACT:** (A. 30 characters and spaces)

A. Name and Title (Last, first, & title)	B. Phone (area code & no.)
Berk, Austin, Owner	202-838-6471

V FACILITY MAILING ADDRESS: (A. 30 characters and spaces; B. 25 characters and spaces)

A. Street or P.O. Box: 10221 River Rd #59831		
B. City or Town: Potomac	State: MD	Zip Code: 20859

VI FACILITY LOCATION: (A. 30 characters and spaces; B. 24 characters and spaces; C. 3 spaces (if known); D. 25 characters and spaces; E. 2 spaces; F. 9 spaces)

A. Street, Route or Other Specific Identifier: 3277 1st Avenue		
B. County Name: Brevard	C. County Code (if known):	
D. City or Town: Mims	E. State: FL	F. Zip Code: 32754

VII SIC CODES: (4-digit, in order of priority)

1. Code #:	(Specify)	2. Code #:	(Specify)
3. Code #:	(Specify)	4. Code #:	(Specify)

VIII OPERATOR INFORMATION: (A. 40 characters and spaces; B. 1 character; C. 1 character (if other, specify); D. 12 characters; E. 30 characters and spaces; F. 25 characters and spaces; G. 2 characters; H. 9 characters)

A. Name:		B. Is the name in VIII A. the owner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. Status of Operator: F = Federal; S = State; P = Private; O = Other; M = Public (other than F or S)	(code)	(specify)	D. Phone No.:
E. Street or P. O. Box:			
F. City or Town:	G. State:	H. Zip Code:	

IX INDIAN LAND: Is the facility located on Indian lands?

☐ Yes

☐ No

Facility ID FLA010368

X EXISTING ENVIRONMENTAL PERMITS:

A. NPDES Permit No.	B. UIC Permit No.	C. Other (specify)	D. Other (specify)

XI MAP: Attach to this application a topographic map of the area extending to at least one mile beyond property boundaries. The map must show the outline of the facility, the location of each of its existing and proposed intake and discharge structures, each of its hazardous waste treatment, storage, or disposal facilities, and each well where it injects fluids underground. Include all springs, rivers and other surface water bodies in the map area. See instructions for precise requirements.

XII NATURE OF BUSINESS (provide a brief description)

Mobile Home Community

XIII CERTIFICATION (see instructions)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Austin Berk

A. Name (type or print)

B. Signature

Owner

Official Title (type or print)

C. Date Signed



APPLICATION FOR
TRANSFER OF A WASTEWATER FACILITY OR ACTIVITY PERMIT

Facility ID: FLA010368 Date: _____
Facility Name: Northgate Mobile Ranch & Travel Park WWTF
Facility Address: 32771st Ave, Mims, FL 32754
Permit No.: FLA010368 Date Issued: 6/22/2023 Date Expired: 6/21/2028

NOTIFICATION OF SALE OR LEGAL TRANSFER

Permittee Name: _____
Title: _____
Mailing Address: _____
Phone (optional): _____ Email (optional): _____

I hereby notify the Department of the sale or legal transfer of this wastewater facility or activity under Rule 62-620.340(2), F.A.C. Further, I agree to assign my rights as permittee to the proposed permittee in the event the Department agrees to the transfer of permit.

Date of proposed transfer: _____
Date Signed: _____
Signature of Existing Permittee

REQUEST FOR TRANSFER OF PERMIT

Applicant Name: Northgate FL MHC LLC / Austin Berk
Title: Owner
Mailing Address: 10221 River Rd #59831, Potomac, MD 20859
Phone (optional): 202-838-6471 Email (optional): homeoffice@parakeetcommunities.com

I hereby certify that I have examined the application and the documents submitted by the existing permittee which are the basis of this permit that was issued by the Department. I state that they accurately and completely describe the permitted facility or activity. Further, I state that I am familiar with the permit and I agree to comply with its terms and conditions. I agree to assume the rights and liabilities contained in the permit and the statutes and rules under which it was issued. I also agree to promptly notify the Department of any future change in ownership of or responsibility for this facility or activity.

Date Signed: _____
Signature of Applicant



St. Johns River
Water Management District

ePermit

St. Johns River Water Management District ePermit

Project Information

Information as of 05-Jan-2026 02:02:46 AM

Project Number

1783 - 3

Project Name

Northgate Mobile Ranch

Sequence Type Expired
Renewal **Permit Type** CUP General
(40C-20) **County** Brevard ()

Received 05/12/2005 **Decision** 12/22/2005 **Expiration** 12/22/2025

Description The applicant proposes to withdraw 0.03 million gallons per day of ground water for public supply type use and irrigation of approximately 3 acres of landscaping.

Status Closed **Recommendation** Approval **Current Process Stage** Closed ?

Applicant Northgate Properties Inc **Owner** Northgate Properties Inc **Agent** Jimmie Osborn

Total Wells 3 **Total Pumps** 0

 Copy
Link

 District
Map

 Google
Earth

 Google
Map

 Contact
Us

Documents (Archive Web Content) (27)

Change
View

Export

Group Name	Document Name	Date	Size	Link	Comments
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Application	Application	05/13/2005	688192	Application	
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Application Map 05/13/2005 184376

Application Additional Material 10/04/2005 529876

CorrespondeSigned Certified Let... 06/13/2005 48468

[Map](#)

[Additional](#)

[Material](#)

[Signed](#)

[Certified](#)

[Letter Card](#)

[::](#)

[Main/Cover](#)

[Letter](#)

[Enforcement](#)

[Notification](#)

Items per page: 10 ▼

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EXHIBIT I

DEP warning letter



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd, Suite 232
Orlando Florida 32803

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

REQUEST FOR ADDITIONAL INFORMATION

September 18, 2025

Austin Berk, Owner
10221 River Rd. #59831
Potomac, MD 20859
homeoffice@parakeetcommunities.com

Re: First Request for Additional Information (RAI)
Brevard County – Wastewater
Facility Name: Northgate Mobile Ranch & Travel Park WWTF
Project Name: NORTHGATE FL MHC LLC
Facility ID: FLA010368
DEP Application No.: FLA010368-006

Dear Austin Berk:

Thank you for your application for transfer of a wastewater facility or activity submitted on September 17, 2025 for the above referenced Facility. A review of your application and supporting documentation indicates the application is incomplete. Please provide the information listed below and refer to this RAI in your response. The response to this RAI must be signed, sealed, and dated by a registered Florida Professional Engineer.

1. Please provide documentation that the person, Austin Berk, signing the application form meets the requirements of Rule 62-620.305, F.A.C. Acceptable signatories are as follows:
 - a. For a corporation, a responsible corporate officer as described in the rule;
 - b. For a partnership or sole proprietorship, a general partner or the proprietor, respectively;
 - c. For a public facility, principal executive officer or elected official.

In lieu of one of the above signing the form, a letter of authorization may be submitted allowing another person to sign. [62-620.305]

2. Revise the mailing address on the application for applicant, Northgate FL MHC LLC. The website sunbiz.org indicates a different address than what is on the application, please advise on the correct mailing address for our department records and consistency. [62-620.910(1)]
3. Revise permit number to transfer, current permit in department records is FLA010368-005. The permit number on application is incomplete, confirm the permit number on application for consistency. [62-620.910(1)]

Austin Berk, Owner
Page 2 of 2
September 18, 2025

To continue the processing of your application, the Department must receive a response within 90 days of this letter, December 17, 2025, unless a written request for additional time to provide the requested information is submitted and approved. It is the Department's desire to provide prompt turnaround times on permit applications, and a quicker response to this RAI shortens the timeframe for which a final decision on the application can be made. Pursuant to Rule 62-4.055(1), F.A.C. and Section 120.60, F.S., failure of an applicant to provide timely requested information by the applicant deadline may result in denial of the application. You are encouraged to contact this office to discuss the items requested to assist you in developing a complete and adequate response.

Your processor, Margarita Hernandez can be contacted at 407-897-4107, Margarita.Hernandez@FloridaDEP.gov. Please submit your response by email to DEP_CD@floridadep.gov, with a copy to Margarita.Hernandez@FloridaDEP.gov. If the submittal is over 35MB, please email DEP_CD@floridadep.gov, with a copy to Margarita.Hernandez@FloridaDEP.gov, requesting access to the secure file portal. After posting the submittal, send an email to email DEP_CD@floridadep.gov, with a copy to Margarita.Hernandez@FloridaDEP.gov, alerting us that it has been posted.

Sincerely,



Rashendrick Johnson
Environmental Manager
Permitting and Waste Cleanup Program

v. 1.9

cc:

Lester E. Grooms, Jr., Northgate Properties, Inc. of Titusville, northgate3@cfl.rr.com;

FDEP: Margarita Hernandez, Charles Legros, Rashendrick Johnson, Reggie Phillips

EXHIBIT J

Tariff

WATER TARIFF

NORTHGATE PROPERTIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

NORTHGATE PROPERTIES, INC.
NAME OF COMPANY

3277 First Avenue

Mims, Florida 32754
(ADDRESS OF COMPANY)

(305) 267-0144
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WS-15-0188

LESTER GROOMS
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

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Rules and Regulations	6.0
Service Availability Policy and Charges	17.0
Standard Forms	20.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 412-W

COUNTY – Brevard

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
12318	08/04/1983	820359-WS	Original Certificate

DESCRIPTION OF TERRITORY SERVED

Township 21 South, Range 35 East

Section 6

Commence at the intersection of the East R-O-W of the Florida East Coast Railroad, and the South boundary of said Section 6, thence following said R-O-W North a distance of 90 feet to the Point of Beginning. From the P.O.B. continue along said R-O-W line North 27° 53' 27" West a distance of 655.00 feet, more or less, to the intersection of said line with south side of a private road, thence North 89° 26' 03" East, following the south side of said private road, a distance of 100.00 feet, thence North 80° 26' 03" East a distance of 169.00 feet, thence South 11° 10' 34" East a distance of 441.00 feet, thence South 00° 33' 40" West a distance of 925 feet, thence North 27° 53' 27" West a distance of 160 feet, thence South 62° 06' 33" East a distance of 145 feet, more or less, to the Point of Beginning.

COMMUNITIES SERVED LISTING

County
Name

Development
Name

Rate Schedule(s)
Available

Sheets No.

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is NORTHGATE PROPERTIES, INC.
- 6.0 "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.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "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.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" 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.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, 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.

INDEX OF RULES AND REGULATIONS

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RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - 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.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 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 or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 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 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, 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.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

(Continued from Sheet No. 7.0)

- 9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, 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.

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.

- 10.0 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. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

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, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, 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 is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 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 charge resulting from a violation of this Rule.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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.

(Continued on Sheet No. 9.0)

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service 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.

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

- 15.0 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.

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, 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.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service 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.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been 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 refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 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.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 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 within 30 days of execution.

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Meter Test Deposit.....	15.0
Miscellaneous Service Charges.....	16.0
Residential Service, RS	13.0

GENERAL SERVICE

RATE SCHEDULE (GS)

<u>AVAILABILITY</u> -	Available throughout the area served by the Company.
<u>APPLICABILITY</u> -	For water service to all Customers for which no other schedule applies.
<u>LIMITATIONS</u> -	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
<u>BILLING PERIOD</u> -	N/A
<u>RATE</u> -	N/A
<u>MINIMUM CHARGE</u> -	Base Facility Charge
<u>TERMS OF PAYMENT</u> -	Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
<u>EFFECTIVE DATE</u> -	September 30, 2015
<u>TYPE OF FILING</u> -	Reorganization to Conform to Model Tariff

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – 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.

BILLING PERIOD – Bi-Monthly

<u>RATE</u> –	Bi-Monthly	
	<u>Meter Sizes</u>	<u>Base Facility Charge</u>
	All meter sizes	\$ 12.38
	Charge per 1,000 gallons	\$ 1.39

MINIMUM CHARGE – Base Facility Charge

TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE – September 30, 2015

TYPE OF FILING – Reorganization to Conform to Model Tariff

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 if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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

<u>Residential Service</u>	<u>General Service</u>
N/A	N/A

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.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

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 met the requirements of Rule 25-30.311(5), Florida Administrative Code. 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 pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE – September 30, 2015

TYPE OF FILING – Reorganization to Conform to Model Tariff

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in 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 - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

MISCELLANEOUS SERVICE CHARGES

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

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

NORMAL RECONNECTION - This charge may 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 may 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 may 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

Initial Connection Charge	N/A
Normal Reconnection Charge	N/A
Violation Reconnection Charge	N/A
Premises Visit Charge (in lieu of disconnection)	N/A

EFFECTIVE DATE – September 30, 2015

TYPE OF FILING – Reorganization to Conform to Model Tariff

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges	19.0
Service Availability Policy	18.0

SERVICE AVAILABILITY POLICY

The utility is built out and there are no approved service availability charges.

SERVICE AVAILABILITY CHARGES

N/A

EFFECTIVE DATE – September 30, 2015

TYPE OF FILING – Reorganization to Conform to Model Tariff

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE.....	21.0
COPY OF CUSTOMER'S BILL.....	22.0

APPLICATION FOR WATER SERVICE

N/A

COPY OF CUSTOMER'S BILL

40 NORTHGATE PROPERTIES, INC.
P. O. BOX 1201
TITUSVILLE, FLORIDA, 32780
PHONE 267-0144

DATE 3-1-82

PRESENT READING	51699	PREVIOUS READING	512	WATER USED	5
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January & February

WATER	SEWER	ARREARS	DUE
\$3.75	\$9.90		\$ 13.65

UH 609 3/16/82

BILL PAYABLE BY THE TENTH OF THE MONTH RECEIVED.
FAILURE TO PAY EITHER, WILL RESULT IN ALL SERVICE
BEING DISCONTINUED. PLEASE DEDUCT FROM TOTAL ANY
PORTION OF BALANCE PAID BEFORE RECEIVING THIS BILL.

WASTEWATER TARIFF

NORTHGATE PROPERTIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

NORTHGATE PROPERTIES, INC.
NAME OF COMPANY

3277 First Avenue
Mims, Florida 32754
(ADDRESS OF COMPANY)

(305) 267-0144
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WS-15-0188

LESTER GROOMS
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing.....	4.0
Description of Territory Served.....	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations.....	6.0
Service Availability Policy and Charges.....	16.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

NORTHGATE PROPERTIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 345-S

COUNTY – Brevard

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
12318	08/04/1983	820359-WS	Original Certificate

WS-15-0188

LESTER GROOMS
ISSUING OFFICER

PRESIDENT
TITLE

DESCRIPTION OF TERRITORY SERVED

Township 21 South, Range 35 East

Section 6

Commence at the intersection of the East R-O-W of the Florida East Coast Railroad, and the South boundary of said Section 6, thence following said R-O-W North a distance of 90 feet to the Point of Beginning. From the P.O.B. continue along said R-O-W line North 27° 53' 27" West a distance of 655.00 feet, more or less, to the intersection of said line with south side of a private road, thence North 89° 26' 03" East, following the south side of said private road, a distance of 100.00 feet, thence North 80° 26' 03" East a distance of 169.00 feet, thence South 11° 10' 34" East a distance of 441.00 feet, thence South 00° 33' 40" West a distance of 925 feet, thence North 27° 53' 27" West a distance of 160 feet, thence South 62° 06' 33" East a distance of 145 feet, more or less, to the Point of Beginning.

WS-15-0188

LESTER GROOMS
ISSUING OFFICER

PRESIDENT
TITLE

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule</u> <u>Available</u>	<u>Sheet No.</u>
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TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is NORTHGATE PROPERTIES, INC.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering wastewater service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's actual consumption.
- 10.0 "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.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, 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.

WS-15-0188

LESTER GROOMS
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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Adjustment of Bills	10.0	22.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
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Extensions	7.0	6.0
Filing of Contracts	10.0	25.0
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Tariff Dispute	7.0	2.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - 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 wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.

- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

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

- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

- 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 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, 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 wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

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 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such wastewater service supplied by the Company.

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 wastewater service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 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 charge resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service 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 wastewater 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 wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY – The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. 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.
- 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 wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.
- 17.0 DELINQUENT BILLS – When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 10.0)

(Continued from Sheet No. 9.0)

- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been 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 refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 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 within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits.....	14.0
General Service, GS	12.0
Miscellaneous Service Charges.....	15.0
Residential Service, RS	13.0

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater 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.

BILLING PERIOD - N/A

RATE - N/A

MINIMUM CHARGE - N/A

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - September 30, 2015

TYPE OF FILING - Reorganization to Conform to Model Tariff

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

<u>AVAILABILITY</u> -	Available throughout the area served by the Company.		
<u>APPLICABILITY</u> -	For wastewater service for all purposes in private residences and individually metered apartment units.		
<u>LIMITATIONS</u> -	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.		
<u>BILLING PERIOD</u> -	Bi-Monthly		
<u>RATE</u> -	Bi-Monthly		
	<u>Meter Size</u>	<u>Base Facility Charge</u>	
	All meter sizes	\$	8.96
	Charge per 1,000 gallons	\$	1.06
	20,000 gallons		
	Flat Rate – Sewer only	\$	21.68
<u>MINIMUM CHARGE</u> -	Base Facility Charge		
<u>TERMS OF PAYMENT</u> -	Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.		
<u>EFFECTIVE DATE</u> -	September 30, 2015		
<u>TYPE OF FILING</u> -	Reorganization to Conform to Model Tariff		

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 if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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

<u>Residential Service</u>	<u>General Service</u>
N/A	N/A

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.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

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 met the requirements of Rule 25-30.311(5), Florida Administrative Code. 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 pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE - September 30, 2015

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MISCELLANEOUS SERVICE CHARGES

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

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

NORMAL RECONNECTION - This charge may 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 may 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 may 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

Initial Connection Charge	N/A
Normal Reconnection Charge	N/A
Violation Reconnection Charge	N/A
Premises Visit Charge (in lieu of disconnection)	N/A

EFFECTIVE DATE - September 30, 2015

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INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges.....	18.0
Service Availability Policy.....	17.0

SERVICE AVAILABILITY POLICY

The utility is built out and there are no approved service availability charges.

SERVICE AVAILABILITY CHARGES

N/A

EFFECTIVE DATE - September 30, 2015

TYPE OF FILING - Reorganization to Conform to Model Tariff

WS-15-0188

LESTER GROOMS
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE.....	20.0
COPY OF CUSTOMER'S BILL.....	21.0

APPLICATION FOR WASTEWATER SERVICE

N/A

COPY OF CUSTOMER'S BILL

49 NORTHGATE PROPERTIES, INC.
P. O. BOX 1201
TITUSVILLE, FLORIDA, 32780
PHONE 267-0144

DATE 3-1-82

PRESENT READING 51699 PREVIOUS READING 512 WATER USED 5

January & February

WATER	SEWER	ARREARS	DUE
\$3.75	\$9.90		\$ 13.65

UH 609 3/10/82

BILL PAYABLE BY THE TENTH OF THE MONTH RECEIVED.
FAILURE TO PAY EITHER, WILL RESULT IN ALL SERVICE
BEING DISCONTINUED. PLEASE DEDUCT FROM TOTAL ANY
PORTION OF BALANCE PAID BEFORE RECEIVING THIS BILL.

EXHIBIT K

Draft of Proposed Notice

**NOTICE OF APPLICATION FOR AUTHORITY TO TRANSFER WATER AND
WASTEWATER CERTIFICATES OF AUTHORIZATION TO ANOTHER REGULATED
UTILITY**

NOTICE IS HEREBY given on the ____th day of _____, 2026, pursuant to Section 367.071, Florida Statutes, of the Application for Transfer of the Utility Assets of Northgate Properties, Inc. and Certificate No. 412-W and 345-S to Northgate FL Utility, LLC, providing water and wastewater services to the following described territory in Brevard County, Florida:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 35 EAST; THENCE RUN NORTH 89 DEGREES 22 MINUTES 31 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 6, FOR A DISTANCE OF 227.50 FEET TO THE EASTERLY LINE OF A 100.0 FOOT FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY; THENCE RUN NORTH 27 DEGREES 54 MINUTES 17 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 28.13 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF LATIMAR STREET, A 50' WIDE PUBLIC RIGHT-OF-WAY.

SAID POINT BEING THE POINT OF BEGINNING.

THENCE, CONTINUE ALONG SAID EASTERLY LINE OF A 100.0 FOOT FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 27 DEGREES 54 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 714.52 FEET;
- 2) NORTH 27 DEGREES 45 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 463.16 FEET;
- 3) NORTH 27 DEGREES 44 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 324.31 FEET;

THENCE NORTH 89 DEGREES 21 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 220.58 FEET;

THENCE NORTH 89 DEGREES 22 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 250.01 FEET;

THENCE NORTH 00 DEGREES 31 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 60.50 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 997.49 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 239.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 5 (U.S. HIGHWAY 1);

THENCE THE FOLLOWING TWO COURSES AND DISTANCE ALONG SAID WESTERLY RIGHT-OF-WAY:

- 1) SOUTH 21 DEGREES 23 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 616.67 FEET
- 2) SOUTH 22 DEGREES 47 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 783.01 FEET;

THENCE SOUTH 89 DEGREES 13 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 427.02 FEET;

THENCE SOUTH 00 DEGREES 39 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 91.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LATIMAR STREET

THENCE SOUTH 89 DEGREES 21 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 1107.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,233,517 SQUARE FEET, OR 51.275 ACRES, MORE OR LESS.

The development served is Northgate Mobile Home Community. The applicant is 10221 River Road, #59831, Potomac, MD 20859 phone number: 202-838-6471; email: homeoffice@parakeetcommunities.com. The utility is not requesting any change to its rates, classifications, charges, rules and regulations in the application. The application title is: Joint Application to Transfer the Assets of Northgate Properties, Inc. and Certificate No. 412-W and 345-S in Brevard County, Florida to Northgate FL Utility, LLC and the Docket No. is _____-WS.

Any objections to the Application must be made in writing and filed with the Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than 30 days from the last date this Notice was mailed or published, with a copy to F. Marshall Deterding, Esquire, Sundstrom Law, LLC, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301. The objection must state the grounds for the objection with particularity.

Northgate FL Utility, LLC