

ASSIGNMENT OF CONTRACTS

THIS ASSIGNMENT is made as of this 27th day of June, 1997, between LEMB, L.P., a Delaware limited Partnership, whose mailing address is 4141 North Scottsdale Road, Suite 100, Scottsdale, Arizona 85251, as Assignor, and NHC Utilities, Inc., a Florida corporation, whose mailing address is 3737 El Jobean Road, Port Charlotte, Florida, 33953, as Assignee;

WITNESSETH, that the said Assignor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to the Assignor in hand paid by said Assignee, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant, convey, and set over unto the said Assignee, and the Assignee's heirs, successors and assigns forever all of the Assignor's right, title and interest in and to the following Contracts for or pertaining to Harbor Lakes Water System, Inc. (the "Agreements"):

1. Purchase and Sale Agreement between Edward and Marie Maslanka and Harbor Lakes Water System, Inc., a Florida corporation, as Seller and SunLife RV Resorts, L.L.C., a Delaware limited liability company as Buyer, dated August 15, 1996, as amended and assigned;
2. Escrow Agreement between Edward and Marie Maslanka and Harbor Lakes Water System, Inc., a Florida corporation, as Seller; SunLife RV Resorts, L.L.C., a Delaware limited liability company as Buyer and Batsel, McKinley, Ittersagen, Gunderson & Bertsson, P.A., dated August 15, 1996, as assigned; and
3. Escrow Agreement for Harbor Lakes Water System, Inc., between and among Edward and Marie Maslanka and Harbor Lakes Water System, Inc., a Florida corporation, as Seller, LEMB, L.P., a Delaware limited partnership, as Buyer and Batsel, McKinley, Ittersagen, Gunderson & Bertsson, P.A., as Escrow Agent dated December 2, 1996.

The Assignor does hereby grant, authorize and empower the Assignee to exercise, collect and receive all rights, benefits and revenues as all of the same shall become due under the Agreements. The Assignor warrants and represents the following: (i) the Agreements delivered to the Assignee with this Assignment constitute the entire agreement and understanding of the Assignor under the Agreement; (ii) the Assignor has fully performed all obligations required to be performed by Assignor under the Agreement prior to the date of this Assignment; (iii) to the best of Assignor's knowledge and belief the Agreements are in full force and effect in accordance with their respective terms and provisions subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights and remedies of creditors and debtors now or hereafter in effect, and further subject to the enforceability of any remedy which may call for the exercise of discretion by a court exercising its equitable jurisdiction or as to the availability of any equitable remedy including, without limitation, specific performance, injunctive relief, or the appointment of a receiver; and (iv) to the best of Assignor's knowledge and belief, the Assignor is not in default as of the date of this Assignment under the respective terms and provisions of the Agreements.

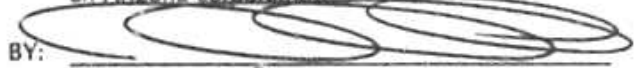
The Assignee herein, by acceptance of this Assignment, shall have all of the rights, benefits, privileges and obligations, and be subject to the same defenses, to which the Assignor is now subject under the Agreements. The Assignee expressly assumes the Agreements and agrees to act in the place and stead of the Assignor and further agrees to fully indemnify and hold the Assignor harmless as to any and all claims, actions, damages, suits and disputes of every kind and nature whatsoever arising subsequent to the date of this Assignment.

In Witness Whereof, the Assignor has executed this Assignment as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness
Printed Name: _____

LEMB, L.P., a Delaware limited partnership, by its general partner, LEMB-GP, a Delaware limited partnership, by its general partner, IUHQ, INC., an Arizona corporation

BY: 

Witness
Printed Name: _____

Printed name: Daniel A. Napp
As its: President

ACCEPTANCE OF ASSIGNMENT

THE ASSIGNEE TO THE FOREGOING ASSIGNMENT HEREBY ACCEPTS and agrees to be bound by the terms and conditions set forth above as of the date first above written.

Signed, Sealed and Delivered in the presence of:

Witness
Printed Name: _____

NHC Utilities, Inc., a Florida corporation,

BY: 

Witness
Printed Name: _____

Printed name: Daniel A. Napp
As its: PRESIDENT

CONSENT TO ASSIGNMENT

THE UNDERSIGNED HEREBY CONSENTS to and acknowledges the above Assignment as of the date first above written.

Signed, Sealed and Delivered in the presence of:

Rachel Buchanan

Witness
Printed Name: Rachel Buchanan

Adam Hodges

Witness
Printed Name: Adam Hodges

Marie Maslanka

Marie Maslanka

TO AVOID PENALTY AND INTEREST CHARGES, THE REGULATORY ASSESSMENT FEE RETURN MUST BE FILED ON OR BEFORE

Water Utility Regulatory Assessment Fee Return

Florida Public Service Commission

(Instructions for Filing On Back of Form)

STATUS:

Y Actual Return
 _____ Estimated Return

PERIOD COVERED:

12/1/96
12/31/96

WU739

Harbor Lakes Water System, Inc.
 P. O. Box 27088
 El Jobean, FL 33927-7088

FOR PSC USE ONLY

\$ _____ 0604001
 _____ 003001
 \$ _____ P
 _____ 0604001
 _____ 004010
 \$ _____ I

Complete Below if Address Has Changed

Utility Name	Address	City / State	Zip Code
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Florida Public Service Commission Certificate

WATER OPERATING REVENUES:

1. Unstructured Water Revenue (460)

\$ 8,864 \$ _____ \$ _____

MEASURED WATER REVENUE

2. Residential Revenues (461.1)

3. Commercial Revenues (461.2)

4. Industrial Revenues (461.3)

5. Public Authorities (461.4)

6. Multiple Family Dwelling (461.5)

7. TOTAL MEASURED SALES

FIRE PROTECTION REVENUES

8. Public Fire Protection (462.1)

9. Private Fire Protection (462.2)

10. TOTAL FIRE PROTECTION REVENUE

11. Other Sales to Public Authorities (464)

12. Sales to Irrigation Customers (465)

13. SALES FOR RESALE (466)

14. Interdepartmental Sales (467)

15. TOTAL WATER SALES (Lines 1+7+10+11+12+13+14)

\$ 8,864 \$ _____ \$ _____

OTHER WATER REVENUES

16. Occupied Revenues (Artistic Revenues from A.F.P.I. Charges) (469)

17. Pooled Discounts (470)

18. Miscellaneous Service Revenues (471)

19. Rents from Water Property (472)

20. Interdepartmental Rents (473)

21. Other Water Revenues (474) Describe:

22. TOTAL OTHER WATER REVENUES

(Lines 16+17+18+19+20+21)

\$ _____ \$ _____ \$ _____

23. TOTAL WATER OPERATING REVENUES* (Lines 15+22)

24. LESS: Expense for Purchased Water From

FPSC-Regulated Utility

25. NET WATER OPERATING REVENUES (Line 23 Less Line 24)

\$ 8,864 \$ _____ \$ _____

26. Regulatory Assessment Fee Due

\$ 398.88

27. LESS: Approved Prior-Period Credit

28. NET REGULATORY ASSESSMENT FEE

(Lines 26A + 26B Less Line 27)**

\$ 398.88

29. Penalty for Late Payment

30. Interest for Late Payment

31. TOTAL AMOUNT DUE

\$ 398.88

* These amounts must agree with Annual Report Schedule F-3 ** Minimum Fee -
 If service was purchased from a regulated utility, please insert its name: _____

I, the undersigned owner / officer of the above-named utility, have read the foregoing. Under penalties of perjury, I declare that, to the best of my knowledge and belief, the above is a true and correct statement of gross revenues derived from intrastate business for the period indicated.

Utility Official: Susan A. Sturgell
SUSAN A. STURGELL
 (Name - Please Print)

6-30-97 V. P.
 (Date) (Title)
 Telephonic Number (941) 624-4511

LEMB LP DBA
HARBOR LAKES WATER SYSTEMS INC.
3737 EL JOHANN RD.
FORT CHARLOTTE, FL 33963

1019

June 30 '22

BY TO THE
POST OF

Florida Public Service Commission

\$ 395.88

Three Hundred Ninety Eight & 88/100

DOLLARS



33963
3737 El Johann Rd
Fort Charlotte, Florida 33963

WU 7.39 4/26 Sturgell

Susan A. Sturgell

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee

3. Article Addressed to:
 F P S C
 2540 Shumard Oak Blvd.
 Tallahassee, Fl. 32399-0850

4a. Article Number
 P146 614 699

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 JUL 03 1997

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)
 X W. S. Pen

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 Domestic Return Receipt

Thank you for using Return Receipt Service.

1297 By the CA 1019
 P 146 614 699

US Postal Service
Receipt for Certified Mail
 No Insurance Coverage Provided.
 Do not use for International Mail (See reverse)

Sent to	F P S C
Street & Number	2540 Shumard Oak Blvd
Post Office, State, & ZIP Code	Tallahassee, Fl. 32399-0850
Postage	32
Certified Fee	1.35
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.20
Return Receipt Showing to Whom & Date of Addressee's Return	
TOTAL POSTAGE & FEES PAID	2.87
Postmark of Office	

PS Form 3800, April 1985