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REPLY TO CENTRAL FLORIDA OFFICE

April 27, 2009

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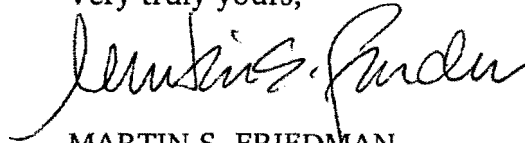
Ann Cole, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

RE: Docket No.: 090232^{WS}, Joint Application of Wedgefield Utilities, Inc., and Pluris Wedgefield, LLC, for Authority to Transfer Assets and Certificate Nos. 404-W and 341-S to Pluris Wedgefield, LLC in Orange County, Florida
Our File Nos.: 43085.05 and 30057.175

Enclosed for filing is an original and twelve (12) copies of the Joint Application of Wedgefield Utilities, Inc., and Pluris Wedgefield, LLC, for Authority to Transfer Assets and Certificate Nos. 404-W and 341-S. Also, enclosed is this firm's check in the amount of \$3,000.00 representing the appropriate filing fee.

Should you have any questions regarding this filing, please do not hesitate to give me a call.

Very truly yours,



MARTIN S. FRIEDMAN
For the Firm

RECEIVED-FPSC
09 APR 27 AM 11:51
CENTRAL FLORIDA OFFICE
SANLANDO CENTER
2180 W. STATE STREET, SUITE 2118
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(407) 830-6331
FAX (407) 830-8522

MARTIN S. FRIEDMAN, P.A.
BRIAN J. STREET

CHRISTIAN W. MARCELLI, OF COUNSEL
(LICENSED IN NEW YORK ONLY)

COM _____ MSF/tlc
ECR _____ Enclosures
GCL 2
OPC _____ cc: Mr. Maurice Gallarda (w/enclosures)
RCP _____ Mr. Don Sudduth (w/enclosures)
BSC _____
SGA _____
ADM _____
CLK _____

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DOCUMENT NUMBER - DATE
03890 APR 27 08
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application for Authority)
to Transfer the Assets of WEDGEFIELD)
UTILITIES, INC., and Certificate Nos.)
404-W and 341-S in Orange County,)
Florida to PLURIS WEDGEFIELD, LLC)
_____)

Docket No. 090232 -WS

JOINT APPLICATION OF WEDGEFIELD UTILITIES, INC.,
AND PLURIS WEDGEFIELD, LLC, FOR AUTHORITY TO TRANSFER
ASSETS AND CERTIFICATE NOS. 404-W AND 341-S

WEDGEFIELD UTILITIES, INC., (hereinafter referred to as "Seller") and PLURIS WEDGEFIELD, LLC, (hereinafter referred to as "Buyer") by and through their undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code, and §367.071, Fla. Stat., file this Joint Application for authority to transfer Seller's water and wastewater assets and Certificate Nos. 404-W and 341-S to Buyer. In support of this Application, the parties state:

1. The complete name and address of the Seller is:

Wedgefield Utilities, Inc.
200 Weathersfield Avenue
Altamonte Springs, FL 32714

2. The complete name and address of the Buyer is:

Pluris Wedgefield, LLC
26000 Commercentre Drive
Lake Forest, CA 92631

3. The name and address of the person authorized to receive notices and communications in respect to this Application is:

DOCUMENT NUMBER-DATE
03890 APR 27 8
FPC- COMMISSION CLERK

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
PHONE: (407) 830-6331
FAX: (407) 830-8522
E-MAIL: mfriedman@rsbattorneys.com

4. Buyer is a Florida limited liability company authorized to do business in Florida on April 21, 2009.

5. The names and addresses of Buyer's members and managers are as follows:

Brian Pratt, Member
Maurice Gallarda, Manager
26000 Commercentre Drive
Lake Forest, CA 92631

6. Buyer owns no other water or wastewater utilities in Florida. However, through other limited liability companies owned by Mr. Pratt, water and wastewater utilities are under contract for purchase in North Topsail, North Carolina, Sarasota, Florida, and two systems in Hillsborough County, Florida. The hearing has been held in North Carolina with the Staff recommending approval. A Final Order is expected sometime in May. The Hillsborough County Board of County Commissioners is expected to consider the transfer of the Eastlake utility system franchise to Pluris Eastlake, LLC, on May 6, 2009, and Sarasota County is tentatively scheduled to consider the transfer of the South Gate water system franchise to Pluris Southgate in early June, 2009. An application was recently filed with Hillsborough County for transfer of the Pebble Creek Utility franchise.

7. A copy of the Purchase and Sale Agreement ("Agreement"), which includes the purchase price, terms of payment, and a list of the assets purchased and liabilities assumed

and not assumed and disposition of customer deposits and interest thereon is attached hereto as Exhibit "A". In accordance with the terms of the Agreement, the closing is contingent upon approval by the Commission.

8. There are no customer deposits, guaranteed revenue contracts, developer agreements, or debt of the utility that must be disposed of in association with the transfer of the utility systems.

9. The purchase will be financed with a combination of debt and equity to be determined based on market conditions at closing.

10. The transfer of the water and wastewater facilities of Seller to Buyer is in the public interest in that Seller desired to sell its water and wastewater system as it is no longer interested in owning this water and wastewater system.

With respect to the Buyer's technical and financial ability, attached as Exhibit "B" is the experience of the personnel who will be responsible for the management of the utility. The operating personnel will be retained from Seller. A proforma Balance Sheet of Buyer will be filed as Late Filed Exhibit "C". The Personal Financial Statement of the sole member of Buyer will be provided upon request.

Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters. For these reasons, it is in the public interest to grant approval of the transfer to Buyer.

11. The Seller's water rates were last set in a rate case which culminated in Order No. PSC-08-0827-PAA-WS dated December 22, 2008. Based upon that Order, the water rate base as of June 30, 2007, was \$4,779,794. The Seller's wastewater rates were last set

in a rate case that culminated in Order No. 20270 issued November 7, 1988. Wastewater rate base was last set in Order No. PSC-98-1092-FOF-WS in the amount of \$1,382,904 as of December 31, 1994.

12. There is no proposal at this time for inclusion of an acquisition adjustment resulting from the current transfer.

13. The books and records of the Seller are available for inspection by the Commission and are adequate for the purposes of establishing rate base of the water and wastewater systems.

14. Seller will cooperate with Buyer in providing to the Florida Public Service Commission any information necessary in order for the Commission to evaluate the Utility's rate base.

15. After reasonable investigation, the Buyer has determined that the systems being acquired appear to be in satisfactory condition and in compliance with all applicable standards set by Florida Department of Environmental Protection ("DEP").

16. The real property upon which the water and wastewater plants are located are among the assets purchased by Buyer.

17. There are no outstanding regulatory assessment fees due. Seller will be responsible for payment of all regulatory assessment fees through Closing. Buyer will be responsible for payment of all regulatory assessment's fees due for revenues received from the date of Closing forward. No fines or refunds are owed.

18. The original and two copies of revised Water and Wastewater Tariffs reflecting the change in ownership are attached hereto as Composite Exhibit "D".

19. Seller has been unable to locate Water Certificate No. 404-W and Wastewater Certificate No. 341-S, and would note that the Commission no longer issues actual Certificates for water and wastewater utilities.

20. An Affidavit that the actual notice of the Application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, is attached hereto as Exhibit "E."

21. An Affidavit that the actual notice of the Application was given to each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "F."

22. An Affidavit that the notice of the Application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "G".

23. The water and wastewater systems each have the capacity to serve between 501 and 2,000 ERCs. Pursuant to Rule 25-30.020, Florida Administrative Code, the appropriate filing fee is \$3,000 (\$1,500 for water and \$1,500 for wastewater).

Respectfully submitted on this 27th day of
April, 2009, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2180 W. State Road 434, Suite 2118
Longwood, FL 32779
PHONE: (407) 830-6331
FAX: (407) 830-8522

By 

MARTIN S. FRIEDMAN
For the Firm

EXHIBITS

- A: Purchase and Sale Agreement
- B: Management
- C: Proforma Balance Sheet
- D: Water and Wastewater Tariffs
- E: Affidavit of Notice to Entities
- F: Affidavit of Notice to Customers
- G: Affidavit of Publication of Notice

EXHIBIT "A"

Purchase and Sale Agreement

UTILITY ASSET ACQUISITION AGREEMENT

THIS UTILITY ASSET ACQUISITION AGREEMENT (“Agreement”) is made and entered into as of the ____ day of April, 2009, by and between, Wedgefield Utilities Inc., a Florida corporation (“Seller”) and Pluris, LLC (“Buyer”), a Nevada limited liability company.

WITNESETH:

WHEREAS, Seller owns utility assets that consist generally of water storage, treatment, distribution; wastewater collection, transmission, treatment and disposal; and reuse storage, distribution systems that provide services to the area identified on **Appendix A** to this Agreement; and

WHEREAS, Buyer desires to purchase and Seller desires to sell the Purchased Assets upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the benefits to be derived from the mutual promises, covenants, representations and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement do undertake, promise and agree for themselves, their permitted successors and assigns, as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined herein unless the context requires otherwise:

“Agreement” means this Utility Asset Acquisition Agreement, including appendices and any amendments, supplements, executed and delivered in accordance with the terms hereof.

“Assumed Liabilities” means those obligations assumed by Buyer at Closing, as more specifically set forth in Section 2.05 of this Agreement.

“Best Efforts” means the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as possible; provided, however, that a Person required to use Best Efforts under this Agreement is not required to take actions that would result in a material adverse change in the benefits to such Person and the Contemplated Transactions or to dispose of or make any change to its business, expend any material funds or incur any other material burden.

“Business Day” means any day other than a Saturday, Sunday, or a day on which banking institutions in the State of Florida are authorized or obligated by law to close.

“Closing” or **“Closing Date”** has the meaning set forth in Section 9.01 of this Agreement.

“Connection Charges” means the funds collected from new customers of the Utility System at or prior to initial connection to the Utility System in order to defray the cost of making utility service available. Connection Charges include capacity, main extension, allowance for funds prudently invested, guaranteed revenues or other charges paid for the availability of utility services.

“Contemplated Transactions” means all of the transactions contemplated by this Agreement.

“Easements” means easements not within a plat or dedicated roadway as set forth in **Appendix B**.

“EBITDA” means earnings (net income) before interest, income taxes, depreciation and amortization generated by the Utility System, less any costs associated with expenses capitalized by the Utility System. A statement of the EBITDA generated by the Utility System over the 12 month period ended March 31, 2009 is attached hereto as **Appendix E**.

“Effective Time” means 12:01 am on the Closing Date.

“Encumbrance” means any charge, claim, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

“Excluded Assets” means those assets, properties and rights, both tangible and intangible, real and personal, listed on **Appendix C**, which include all billing systems, computer and other information systems, vehicles, and the name "Utilities, Inc." and related logo and signage owned or used by Seller.

“Facilities” means (1) the Fee Parcels, (2) the Easements, and (3) the Personal Property.

“Fee Parcels” means those parcels of real property more particularly described in **Appendix D**.

“Governing Documents” means the articles or certificate of incorporation and the bylaws of Seller.

“Governmental Authorization” means any consent, license, certificate of authorization, final approval for sale as contemplated by the terms of this Agreement by any Governmental Body, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

“Governmental Body” means any:

- (a) Federal, state, local, municipal, or other government;
- (b) Governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental powers); or
- (c) Body exercising any administrative, executive, judicial, quasi-judicial, legislative, police, regulatory or taxing authority or power.

“Knowledge” means (1) as to Seller, the actual knowledge of Seller’s directors and officers, with the requirement of diligent inquiry and subsequent investigation, and (2) as to Buyer, the actual knowledge of Buyer’s individual board members, administrative heads and contractors, engineers and advisors, with the requirement of diligent inquiry and subsequent investigation.

“Legal Requirement” means any federal, state, local, municipal, or other constitution, law, ordinance, principle of common law, code, regulation, or statute.

“Material Adverse Event” means either of the following events occurring after the date hereof: 1) loss or damage to any of the Purchased Assets in an amount exceeding \$730,000, and not subject to reimbursement from insurance; 2) the EBITDA generated by the Utility System over the 12 month period ending November 30, 2009,

calculated in the same manner as set forth in **Appendix E**, is less than \$855,000. A Material Adverse Event may not consist of or include any events resulting from securities markets in general; any outbreak of hostility, terrorist activities or war; or changes in general economic (including changes in commodity prices or foreign exchange rates), political or regulatory conditions in the water and wastewater utility industry.

“MAE Notice” means written notice of a Material Adverse Event as required under Section 10.07(C) hereof.

“Order” means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.

“Ordinary Course of Business” means action that is consistent in nature, scope and magnitude with the past practices of a Person and is taken in the ordinary course of the normal, day-to-day operations of such Person.

“Permitted Real Estate Encumbrances” has the meaning set forth in Section 3.06 of this Agreement.

“Person” means an individual, a statutorily authorized customer(s) representative, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

“Personal Property” means the personal property that is (1) owned and used by Seller in the operation of the Utility System, and (2) located within the service area identified in **Appendix A**, excluding, however, the Excluded Assets.

“Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether

formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

“PSC” means the Florida Public Service Commission.

“Purchased Assets” means the assets set forth in Section 2.02 of this Agreement.

“Purchase Price” means the payment to be made at Closing by Buyer to Seller in exchange for conveyances of the Purchased Assets.

“Real Property” means the Fee Parcels.

“Seller Tariffs” means all water and wastewater tariffs filed by Seller and approved by the HCUC or other regulatory authority and in effect on the Closing Date.

“Signature Date” means the date of this Agreement.

“Third Party” means a Person that is not a party to this Agreement.

“Title Commitment” means the title insurance commitment with respect to the Fee Parcels in an amount not to exceed the Purchase Price, issued by the Title Company committing the Title Company to issue and deliver the Title Policy to Buyer upon compliance with the requirements stated in Schedule B, Section I thereof, subject to the terms and conditions contained therein.

“Title Company” means the company procured by Buyer to issue the Title Commitment and Title Policy.

“Title Policy” means the ALTA owner’s policy of title insurance, issued by the Title Company in accordance with the Title Commitment that meets the requirements of Section 3.06 of this Agreement.

“Transfer Documents” means those documents set forth in Section 9.08 of this

Agreement.

“Utility System” means the Facilities located in the service area identified in Appendix A.

SECTION 1.02. CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular number shall include the plural in each case and vice versa and words that import a person shall include legal entities, firms and corporations.

(B) The terms “herein,” “hereunder,” “hereby,” “hereof,” and any similar terms, shall refer to this Agreement; the term “heretofore” shall mean before the Signature Date; and the term “hereafter” shall mean on or after the Signature Date.

(C) Words that reference only one gender shall include all genders.

SECTION 1.03. INCORPORATION. Each party represents that the recitals set forth in this Agreement are true and correct as they pertain to each party and are incorporated herein and made a part of this Agreement. The Appendices hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety.

SECTION 1.04. SECTION HEADINGS. Any headings preceding the texts of the several Articles, Sections or Appendices in this Agreement shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor affect its meaning, construction or effect.

SECTION 1.05. APPENDICES. Seller shall provide copies of the Appendices to Buyer within 20 business days after the Signature Date. If Buyer objects to an Appendix, then within ten days of Buyer’s receipt of the Appendices, Buyer shall provide

Seller with written notice of objection to an Appendix or any part thereof. In the event of a timely objection by Buyer, the parties shall have ten (10) business days to resolve the objection of Buyer or either Seller or Buyer may elect to terminate the Agreement. Upon a termination of this Agreement, Seller and Buyer shall have no liability and no further obligation to each other under this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS

SECTION 2.01. PURCHASE AND SALE COVENANT. At Closing, Buyer shall purchase from Seller and Seller shall sell to Buyer the Purchased Assets, upon the terms and subject to the conditions set forth in this Agreement.

SECTION 2.02. PURCHASED ASSETS.

(A) The Purchased Assets consist of the following:

(1) All water treatment, storage and distribution facilities, including pumps, tanks and pipes of every kind and description whatsoever including without limitation, all trade fixtures, leasehold improvements, licenses, pumps, generators, controls, tanks, distribution pipes or facilities, valves, meters, service connections, and all other physical facilities, appurtenances and property installations used in the operation of the Utility System, and third party warranties that relate to completed or in progress construction.

(2) All wastewater treatment plants, including reuse and reclaimed water facilities, collection, transmission, pumping, and effluent and disposal facilities of every kind and description whatsoever including without limitation, all trade fixtures, leasehold improvements, licenses, lift stations, pumps, generators, controls, tanks,

distribution, collection or transmission pipes or facilities, valves, meters, service connections, and all other physical facilities, appurtenances and property installations used in the operation of the Utility System, and third party warranties that relate to completed or in progress construction.

(3) The Fee Parcels.

(4) The Easements, together with any other easement rights possessed by Seller at Closing, whether identified prior to or after Closing.

(5) The Governmental Authorizations.

(6) The equipment, parts, tools, chemicals, office buildings, located at the Fee Parcels (to the extent transferable without cost), office fixtures and other personal property owned by Seller and used exclusively in connection with the operation of the Utility System, excluding, however, the Excluded Assets.

(7) All customer deposits made to Seller in connection with the operation of the Utility System as evidenced by the current customer records at the time of the Closing.

(8) All connection charges as set forth in Section 9.04 of this Agreement.

(B) Seller shall provide Buyer copies of current customer records, as-built surveys and water plans, wastewater plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, studies, non-corporate accounting, and non-corporate business records, controlled by or in the possession of Buyer that relate exclusively to the description and operation of the Utility System.

SECTION 2.03. EXCLUDED ASSETS. Notwithstanding any other provision of this Agreement that may be construed to the contrary, the Purchased Assets do not include the Excluded Assets.

SECTION 2.04. PURCHASE PRICE. The Purchase Price for the Purchased Assets is Seven Million Three Hundred Thousand and no/dollars (\$7,300,000.00), subject to proration and adjustments set forth in this Agreement. The Purchase Price shall be due and payable by Buyer to Seller in immediately available funds at Closing, by wire transfer, pursuant to wire instructions to be provided by Seller to Buyer at or prior to Closing.

SECTION 2.05. ASSUMED LIABILITIES.

(A) As of the Effective Time, Buyer shall assume and discharge the following liabilities:

(1) Any liability to the customers of the Utility System incurred in the Ordinary Course of Business after the Effective Time;

(2) Any liability of Buyer under this Agreement or any other document executed in connection with the Contemplated Transactions;

(3) Any liability of Buyer based upon Buyer's acts or omissions occurring after the Effective Time; and

(4) Any liability arising from or related to the operation of the Utility System after the Closing.

(5) Any liability of Seller for a defect or encumbrance revealed through due diligence and investigations set forth in Sections 3.02, 3.03, or 3.04 of this

Agreement UNLESS such liability was specifically retained by Seller by separate written instrument prior to the Effective Time.

Notwithstanding the foregoing, the following shall NOT constitute Assumed Liabilities: (1) any liability arising out of or relating to any employee grievance by a Seller employee based on actual or alleged acts or omissions of Seller prior to the Effective Time, (2) any liability of Seller arising out of or resulting from any Proceeding pending as of the Effective Time, (3) any liability of Seller arising out of any Proceeding commenced after the Effective Time, which arises out of or relates to any occurrence or event happening prior to the Effective Time, to the extent that the such Proceeding relates to Seller's actions or inactions prior to the Effective Time, and (4) any liability for Seller's performance of its obligations hereunder.

SECTION 2.06. AS IS PURCHASE. Except as otherwise expressly provided in this Agreement, the purchase of assets under this Agreement is "AS IS" and with all faults. Seller makes no representations, covenants, or warranties with respect to the Purchased Assets or Utility System, except those specifically set forth in this Agreement.

ARTICLE III

DUE DILIGENCE ISSUES

SECTION 3.01. PROVISION OF INFORMATION BY SELLER.

(A) Seller has provided or will provide to Buyer within 30 days after the Signature Date (1) an inventory, updated through December 1, 2008, of equipment (excluding computers), parts and other personal property (excluding fixtures and other fixed assets) used by Seller in connection with the operation of the Utility System; and (2) copies of the Seller Tariffs.

(B) After the Signature Date, Seller shall cooperate with Buyer in providing updated information and access to the Utility System by Buyer's representatives during normal business hours upon reasonable advance notice.

(C) After the Signature Date, Seller shall make any existing plats, surveys, plans or specifications for the Utility System in Seller's possession available to Buyer, or its representatives, for inspection during normal business hours upon reasonable advance notice.

SECTION 3.02. FINANCIAL DUE DILIGENCE. Buyer is relying upon its own financial due diligence and investigation to enter into this Agreement.

SECTION 3.03. ENGINEERING AND ENVIRONMENTAL DUE DILIGENCE. Buyer is relying upon its own engineering and environmental compliance due diligence and investigation to enter into this Agreement.

SECTION 3.04. LEGAL DUE DILIGENCE. Buyer is relying upon its own legal due diligence and investigation to enter into this Agreement.

SECTION 3.05. DUE DILIGENCE DETERMINATIONS.

(A) Buyer shall have thirty (30) days from the Signature Date to complete its due diligence and within which to terminate this Agreement by delivery notice of its termination as provided in Section 10.03; otherwise, Buyer and Seller shall proceed to Closing as set forth in Article IX. Upon a termination of this Agreement, Seller and Buyer shall have no liability and no further obligation to each other under this Agreement.

(B) Except as otherwise specified in Section 3.07 or elsewhere in this Agreement, no payment shall be due from Seller and no reduction in the Purchase Price

shall be made for deficiencies in the Purchased Assets or Utility System. Except as otherwise provided in this Agreement, Seller shall have no obligation or liability to Buyer with respect to the condition of the Purchased Assets or Utility System.

SECTION 3.06. CURRENT EVIDENCE OF TITLE.

(A) Seller shall furnish or have delivered to Buyer from the Title Company within 45 days after the Signature Date, at Buyer's expense, the following:

(1) A title commitment issued by the Title Company to insure title to each parcel listed therein in a cumulative amount not to exceed the Purchase Price, naming Buyer as the proposed insured and having the effective date as set forth therein, wherein the Title Company will have agreed to issue an ALTA form owner's title insurance policy, with Florida modifications; and

(2) Copies of all recorded documents listed as special Schedule B-2 exceptions thereunder (the "Recorded Documents").

(B) The Title Commitment shall include the Title Company's requirements for issuing the Title Policy, which shall be met by Seller as provided in Section 3.06(E) on or before the Closing Date (including those requirements that must be met by releasing or satisfying monetary Encumbrances, but excluding Encumbrances that will remain after Closing as agreed to by the Buyer).

(C) If any of the following occur (collectively, a "Title Objection"):

(1) The Title Commitment or other evidence of title or search of the appropriate real estate records discloses that any party other than Seller has title to the insured estate covered by the Title Commitment;

(2) Any title exception is disclosed in Schedule B-2 to any Title Commitment that is not one of the Permitted Real Estate Encumbrances; or

(3) Any current survey discloses any matter that Buyer reasonably believes could materially and adversely affect Buyer's material use and enjoyment of the Fee Parcels described therein; then Buyer shall notify Seller in writing of such matters within ten (10) business days from the date of delivery of the title commitment.

(D) Seller shall use its Best Efforts to cure each Title Objection and take all steps required by the Title Company to eliminate each Title Objection as an exception to the Title Commitment. Any Title Objection that the Title Company is willing to insure over, on terms acceptable to Seller and Buyer, is herein referred to as an "Insured Exception." The Insured Exceptions, together with any title exception or matters disclosed by any survey and not objected to by the Buyer in the manner aforesaid, shall be deemed to be acceptable to Buyer.

(E) Seller shall use its Best Efforts to comply with the requirements of Schedule B Section 1 of the Title Commitment. At the Closing, Seller shall identify any Schedule B Section 1 requirements that cannot be satisfied as of the Closing ("Post-Closing Schedule B Requirements"). Buyer and Seller shall agree on a Post-Closing process to satisfy these requirements. Seller shall indemnify Buyer as to all Post-Closing Schedule B Requirements that are not satisfied in accordance with the agreed upon Post-Closing process. Seller shall cooperate with Buyer in satisfying the Post-Closing Schedule B Requirements.

(F) Buyer shall have the right, but not the obligation, to do such surveys on the Fee Parcels as Buyer desires. Surveys procured by Buyer shall be at the sole cost and expense of Buyer.

(G) If Buyer desires to have any standard survey exceptions deleted or modified in the Title Policy, Buyer shall deliver to Seller's attorneys, no later than 30 days prior to the Closing Date, properly certified and current original surveys of the specified Fee Parcels that comply with Florida law. As to each such survey timely delivered by Buyer, Seller shall have included in the Title Policy a "blanket exception" as to the applicable fee parcel/survey.

(H) "Permitted Real Estate Encumbrances" shall include, in addition to the other matters provided herein: (i) any Notices of Commencement; (ii) present building restrictions and zoning regulations; (iii) easements, restrictions, rights-of-way, conditions and limitations of record which do not impair or restrict the use of Real Property in the operation of the Utility System; and, (iv) any mortgage, lien, encumbrance, covenant, restriction or other matter that will be satisfied or discharged at or prior to the Closing Date.

SECTION 3.07. ENVIRONMENTAL PROVISIONS

(A) For purposes of this Section: (1) "Hazardous Materials" means any substance or material regulated by any federal, state or local governmental entity under any Environmental Law as a hazardous material, hazardous substance, hazardous waste, pollutant, contaminant, toxic waste, toxic substance or words of similar import, including petroleum and petroleum products, by-products or breakdown products, but excluding mold and other biological contaminants, asbestos, asbestos containing materials, lead

paint, insulating materials, paints and coatings applied to building surfaces and equipment, and other building and construction materials, whether or not toxic (collectively, "Building Substances"); (2) "Environmental Laws" means any statute, law, regulation, ordinance, injunction, judgment, order, or other decree of any governmental authority pertaining to the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Oil Pollution Act of 1990, Toxic Substances Control Act, and any comparable state statute, law, regulation, ordinance, injunction, judgment, order, or other decree, but excluding any statute, law, regulation, ordinance, injunction, judgment, order, or other decree of any governmental authority pertaining to Building Substances.

(B) Seller has no Knowledge of any material non-compliance with any Environmental Law or material liability under any Environmental Law by, at or from the Facilities. To Seller's Knowledge, Seller has not disposed of any Hazardous Materials on the Fee Parcels, nor has Seller removed Hazardous Materials from the Fee Parcels, except as provided by law. For purposes of this Section, "material" means any matter reasonably expected to result in the expenditure of over One Hundred Thousand and No/Dollars (\$100,000) to correct the non-compliance or satisfy the liability.

(C) To Seller's Knowledge, within the last three years Seller has not received notice of any currently outstanding violation of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) at the Facilities.

(D) Buyer, at its expense, may perform assessments, as it deems appropriate, within the due diligence period, including Phase I Environmental Site Assessments (ESA) pursuant to applicable ASTM standards and Phase II Environmental Site Assessments for recognized environmental concerns identified in the Phase I Environmental Site Assessments. Seller shall cooperate with Buyer and its agents by providing reasonable access to the Utility System and Fee Parcels so that Buyer or its agents may conduct the Environmental Site Assessments.

(E) Subject to Section 3.05(A) and Buyer's right to conduct its due diligence, if the ESA reveals no Hazardous Materials on the Fee Parcels, Buyer shall proceed to Closing under the terms described herein. If the ESA reveals Hazardous Materials on the Fee Parcels that require remedial action, Buyer, in its sole discretion, shall either: (a) demand that Seller take prompt action as necessary to expeditiously remediate the reported Hazardous Materials and provide the Buyer with copies of all documentation verifying that all remediation has occurred and applicable regulatory requirements have been satisfied; (b) attempt to negotiate with Seller a lesser Purchase Price for the Purchased Assets and proceed to Closing under the terms contained herein; provided, however, that if Seller and Buyer are unable to negotiate a lesser Purchase Price within twenty (20) days of Buyer's first offer to Seller, either party may terminate this Agreement; or (c) terminate this Agreement. Seller shall be required to remediate under Section 3.07(E)(a), if invoked by the Buyer, unless the cost is estimated to exceed \$750,000, in which case Seller shall have the option to (i) remediate under Section 3.07(E)(a); (ii) renegotiate the purchase price with Buyer in accordance with Section 3.07(E)(b); or (iii) terminate this Agreement. Upon any termination under this Section

3.07 (E), Seller and Buyer shall have no liability and no further obligation to each other under this Agreement.

ARTICLE IV

ISSUANCE AND TRANSFER OF GOVERNMENTAL AUTHORIZATIONS

SECTION 4.01. ISSUANCE AND TRANSFER OF GOVERNMENTAL AUTHORIZATIONS. Seller and Buyer jointly shall within the time periods designated by any Legal Requirement, apply for, and thereafter diligently seek and pursue, the issuance, cancellation and/or transfer of all Governmental Authorizations necessary to operate the Utility System. Each party shall be responsible for its own fees and costs in this regard. Any filing fees incurred in seeking such governmental authorizations shall be split evenly between the parties.

SECTION 4.02. FLORIDA PUBLIC SERVICE COMMISSION APPROVAL. Subject to the provisions of Section 4.01 herein, Seller shall obtain the written approval of the Florida Public Service Commission for transfer of the Purchased Assets to the Buyer, and the Buyer shall cooperate with Seller to obtain PSC approval. The parties acknowledge and agree that the sale is made contingent upon PSC approval and, subject thereto, Closing may occur prior to such approval. Seller shall prepare all documents necessary to obtain PSC approval, subject to approval by the Buyer, and within thirty (30) days of the Signature Date, Seller shall petition the PSC for the transfer of the Purchased Assets. Seller and Buyer shall equally bear all fees and costs incurred incident to such dealings with the PSC.

ARTICLE V

CONDITIONS PRECEDENT TO THE BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Purchased Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Buyer, in whole or in part).

SECTION 5.01. SELLER'S PERFORMANCE. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

SECTION 5.02. SELLER'S REPRESENTATIONS AND WARRANTIES. All representations and warranties made by Seller in this Agreement shall be true, correct and complete as of the Signature Date, and no breach or violation of such representations and warranties shall have occurred from the Signature Date up to and including the Closing Date.

SECTION 5.03. ADDITIONAL DOCUMENTS. Seller shall have caused the documents and instruments required by this Agreement and the following documents to be delivered (or made available) to the Buyer:

- (A) Resolution reflecting approval of this Agreement by Seller;
- (B) Such other documents as Buyer may reasonably request for the purpose

of:

(1) Evidencing the performance by Seller of, or the compliance by Seller with, any covenant or obligation required to be performed or complied with by Seller;

(2) Evidencing the satisfaction of any condition referred to in this Article; or

(3) Evidencing the release of all liens, security interests, and other encumbrances other than Permitted Real Estate Encumbrances.

SECTION 5.04. NO CONFLICT. Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly, materially contravene or conflict with or result in a material violation of or cause Buyer to suffer any material adverse consequence under (a) any applicable Legal Requirement or Order, or (b) any valid Legal Requirement or Order that has been entered by any Governmental Body.

SECTION 5.05. GOVERNMENTAL AUTHORIZATIONS. All Governmental Authorizations shall have been issued, cancelled or transferred, as the case may be, in accordance with Article IV.

ARTICLE VI

CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Purchased Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller in whole or in part):

SECTION 6.01. THE BUYER'S PERFORMANCE. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been performed and complied with in all material respects.

SECTION 6.02. BUYER'S REPRESENTATIONS AND WARRANTIES. All representations and warranties made by Buyer in this Agreement shall be true, correct and complete as of the Signature Date, and no breach or violation of such representations and warranties shall have occurred from the Signature Date up to and including the Closing Date.

SECTION 6.03. ADDITIONAL DOCUMENTS. Buyer shall have caused the documents and instruments required by this Agreement and the following documents to be delivered or made available to Seller:

- (A) Resolution reflecting approval of this Agreement by Buyer;
- (B) Such other documents as Seller may reasonably request for the purpose of:
 - (1) Evidencing the performance by the Buyer of, or the compliance by the Buyer with, any covenant or obligation required to be performed or complied with by the Buyer; or
 - (2) Evidencing the satisfaction of any condition referred to in this Article.

SECTION 6.04. NO INJUNCTION. There shall not be in effect any Legal Requirement or any injunction or other Order that (a) prohibits the consummation of the Contemplated Transactions, or (b) has been adopted or issued, or has otherwise become effective, since the Signature Date.

ARTICLE VII

COVENANTS OF SELLER

SECTION 7.01. OPERATION OF THE BUSINESS OF SELLER.

Between the Signature Date and the Closing, Seller shall:

- (A) Conduct its business in the Ordinary Course of Business;
- (B) Confer with Buyer prior to implementing operational decisions relating to the Utility System of a material nature;
- (C) Maintain the Purchased Assets in a state of repair and condition that complies with Legal Requirements and is consistent with the requirements and normal conduct of Seller's business;
- (D) Comply with all Legal Requirements and contractual obligations applicable to the operations of Seller's business;
- (E) Cooperate with Buyer and assist Buyer in identifying the Governmental Authorizations required by Buyer to operate the business from and after the Closing Date and either (i) transferring existing Governmental Authorizations of Seller to Buyer, where permissible, or (ii) assisting Buyer in obtaining new Governmental Authorizations;
- (F) Upon request from time to time, execute and deliver all documents, make all truthful oaths, testify in any Proceedings, whether before or after Closing, and do all other acts that may be reasonably necessary to consummate the Contemplated Transactions, all without further consideration; and
- (G) Maintain all books and records of Seller relating to Seller's business in the Ordinary Course of Business.

SECTION 7.02. NEGATIVE COVENANT. Except as otherwise expressly permitted herein, between the Signature Date and Closing Date, Seller shall not, without the prior written consent of Buyer, which shall not be unreasonably withheld and which shall be promptly acted upon by Buyer, (a) make any material modification to any Governmental Authorization that relates to the Purchased Assets; or (b) allow the levels of raw materials, supplies or other materials included in the Purchased Assets to vary materially from the levels customarily maintained.

SECTION 7.03. NOTIFICATION. Between the Signature Date and Closing, Seller shall promptly notify Buyer, in writing, if it becomes aware of (a) any fact or condition that causes or constitutes a breach of this Agreement or (b) the occurrence after the Signature Date of any fact or condition that would or be reasonably likely to (except as expressly contemplated by this Agreement) cause or constitute a breach of this Agreement. During the same period, Seller also shall promptly notify the Buyer of the occurrence of any breach of any covenant of Seller in this Agreement or the occurrence of any event that may make the satisfaction of the conditions in this Agreement impossible or unlikely.

SECTION 7.04. PAYMENT OF LIABILITIES. Seller shall pay or otherwise satisfy in the Ordinary Course of Business all of its liabilities and obligations as they come due.

ARTICLE VIII

COVENANTS OF BUYER

SECTION 8.01. NOTIFICATION. Between the Signature Date and Closing, Buyer shall promptly notify Seller, in writing, if it becomes aware of (a) any fact or

condition that causes or constitutes a breach of this Agreement or (b) the occurrence after the Signature Date of any fact or condition that would or be reasonably likely to (except as expressly contemplated by this Agreement) cause or constitute a breach of this Agreement. During the same period, Buyer also shall promptly notify the Seller of the occurrence of any breach of any covenant of Buyer in this Agreement or the occurrence of any event that may make the satisfaction of the conditions in this Agreement impossible or unlikely.

ARTICLE IX

CLOSING AND RELATED PROCEDURES AND ADJUSTMENTS

SECTION 9.01. CLOSING DATE AND PLACE. This transaction shall be closed on or before December 17, 2009 ("Closing Date") unless advanced or extended by mutual agreement of the parties, at a location mutually acceptable to both parties. However, if the PSC has not issued an order approving the transfer of the Purchased Assets to Buyer by the Closing Date, Closing shall be delayed until ten (10) days following Seller's receipt of the PSC's order approving the transfer of the Purchased Assets to Buyer, subject to the right of either Seller or Buyer to terminate this Agreement if such approval is not obtained within eighteen (18) months of the date the application for transfer is filed pursuant to Section 4.02 of this Agreement.

SECTION 9.02. RECORDING FEES AND TAXES.

(A) Fees to record the deeds and any other instruments necessary to deliver title to Buyer shall be paid by Buyer.

(B) To the extent that taxes or other charges are due and payable with respect to the deeds and other instruments necessary to deliver title to the Purchased Assets to

Buyer, such taxes shall be paid by Buyer, excluding, however, any income taxes due and payable by Seller as a result of the sale of the Purchased Assets.

SECTION 9.03. ACCOUNTS RECEIVABLE; CUSTOMER DEPOSITS.

(A) Within five days prior to Closing, Seller shall read the Utility System customers' meters and, thereafter, invoice the customers for service up to and including the final meter reading. Seller is entitled to all revenues for services up to and including the final meter reading. After Closing, Seller shall collect the final bill and any delinquent amounts owed to Seller; however, Buyer shall promptly pay to Seller any payments received by Buyer with respect to Seller's final meter reading and any services rendered prior to the Closing Date, and will take such actions to collect such final bills on Seller's behalf as it would if said delinquencies were monies owing to Buyer. Seller hereby agrees to reimburse Buyer, within fifteen (15) days of invoice receipt, all costs incurred by Buyer in taking such actions to collect any and all bills on Seller's behalf. Buyer shall begin billing the customers based on the final meter reading as the starting point for future billing. Seller shall promptly pay to Buyer any payments received by Seller for services rendered after the Closing Date.

(B) After Closing, Buyer shall assume responsibility to refund customer deposits, including accrued interest if applicable, to the extent it has received such deposits pursuant to section 2.02 (A)(6) herein.

(C) All bills for services, materials and supplies rendered in connection with the operation of the Utility System prior to Closing, including but not limited to electricity, for a period up to and including the Closing Date ("Accounts Payable"), shall be paid by Seller. Pro-rations shall be required for the following Accounts Payable: (1) electricity,

to the extent meters are not read on the Closing Date; (2) telephone, to the extent no final bill is rendered to Seller on the Closing Date and Buyer continues service with the provider; (3) rental, maintenance or lease charges under contracts assumed by Buyer; (4) charges under maintenance and service contracts assumed by Buyer; (5) purchased water and wastewater to the extent meters are not read on the Closing Date; (6) sludge hauling charges; and (7) other invoices that include pre-Closing and post-Closing obligations.

(D) Seller shall be responsible for all ad valorem or property taxes, prorated through the Closing Date. Taxes due thereafter, if any, shall be paid by Buyer.

(E) Seller agrees to invoice customers for the first two (2) months following Closing.

SECTION 9.04. CONNECTION CHARGES

(A) Connection Charges collected by Seller prior to Closing shall be Seller's sole and separate property.

(B) Connection Charges collected from and after Closing shall be Buyer's sole and separate property.

(C) Notwithstanding the foregoing, if Seller entered into an agreement with a developer or individual customer prior to the Signature Date that provides for payment of Connection Charges in installment payments, Seller shall be entitled to receive and retain payments from such developer or individual customer that are due after the Closing Date to the extent that such payments are attributable to connections of customers made prior to the Closing Date.

SECTION 9.05. COSTS AND PROFESSIONAL FEES.

(A) Each party shall be responsible for securing its own counsel and advisors for representation in connection with the negotiation of this Agreement and all other matters associated with performance, cancellation or closing hereunder, unless otherwise specified herein. Each party shall be responsible for the payment of the fees of its own attorneys, bankers, engineers, accountants, and other professional advisors or consultants in connection herewith.

SECTION 9.06. RISK OF LOSS. At all times prior to and through the time of Closing, Seller shall maintain adequate fire and extended insurance coverage for the cost of any repairs to the Purchased Assets that may be required as a result of casualty damage. The risk of loss until Closing is upon Seller. The risk of loss after Closing is upon Buyer.

SECTION 9.07. CLOSING PROCEDURE.

(A) On or prior to the Closing Date, Seller and Buyer shall execute all documents necessary to Close the transaction.

(B) At Closing, the appropriate party shall execute or cause to be executed and delivered to the Closing the following documents in final form, together with any exhibits or appendices ("Transfer Documents"):

(1) Special warranty deed(s) for the conveyance of Fee parcels to be conveyed;

(2) Assignment of Easements;

(3) If necessary, general assignment of all contracts, agreements, permits and approvals;

(4) Bills of Sale or other documents of assignment and transfer, with full warranties of title to the personal property portion of Purchased Assets;

(5) Post closing agreements, affidavits, assignments certificates, estoppel certificates, corrective instruments, releases, satisfactions or terminations necessary or required pursuant to this Agreement;

(6) "Marked-up" Title Commitments consistent with Section 3.06 of this Agreement;

(7) Non-foreign affidavit;

(8) Any affidavits, assignments certificates, estoppel certificates, corrective instruments, releases, satisfactions or terminations necessary to close, including, but not limited to, a no lien affidavit, a "gap" affidavit along with those instruments identified by the Title Company insuring the Fee Parcels;

SECTION 9.08. ASSUMPTION BY THE BUYERS OF RESPONSIBILITY FOR SERVICE. At Closing, Buyer shall assume responsibility for providing water and wastewater service to Seller's customers within the service area identified in **Appendix A**.

SECTION 9.09. DOCUMENTS AFTER THE CLOSING. From time to time after the Closing, each party hereto shall, upon request of the other, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, bills of sale, transfers or other documentation for (1) confirming or correcting title in the name of Buyer or its successor(s) or perfecting possession by Buyer or its successor(s) of any or all of the Purchased Assets, including the establishment of a record of Easements without resort to litigation, expenditure of

monies or other extraordinary means, for all Facilities that are a part of the Utility System in existence or use at the time of Closing, or (2) otherwise fulfilling the obligations of the parties hereunder. Further, from time to time after Closing, should the parties discover that certain land parcels, Easements, or other rights owned or enjoyed by Seller at Closing and necessary to the proper operation and maintenance of the Utility System were not included in the Appendices hereto, and thus not transferred to the Buyer or its successor(s) at Closing in accordance with this Agreement, then the parties agree that Seller shall execute or cause to be executed the documents including, but not limited to, deeds, easements and bills of sale necessary to convey such ownership or rights to Buyer or its successor(s), at no cost to Buyer, provided such conveyances may be accomplished without resort to litigation, expenditure of monies or other extraordinary means.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.01. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Time periods specified in this Agreement shall expire at midnight on the date stated unless the parties agree in writing to a different date or time. Any time period provided for herein that ends on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. on the next Business Day.

SECTION 10.02. APPLICABLE LAW; JURISDICTION AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) Exclusive jurisdiction and venue for any litigation arising out of, connected to, or to enforce the Agreement shall be in Circuit Court for Orange County, Florida, and Buyer and Seller do hereby waive any jurisdiction and venue.

SECTION 10.03. NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or by courier service, charges prepaid, to the parties at the following addresses:

To Seller: Lawrence Schumacher, President
Wedgefield Utilities, Inc.
2335 Sanders Road
Northbrook, Illinois 60062

with a copy to: John Stover, Esquire
General Counsel
Wedgefield Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062-6440

To Buyer: Maurice Gallarda
Managing Member
Pluris, LLC
26000 Commercentre Drive
Lake Forest, CA 92631

with a copy to: Winston K. Borkowski
Hopping Green & Sams
123 South Calhoun Street
Tallahassee, Florida 32301

(B) Any written notice given to one person in subsection (A) of this Section shall also be copied and provided to all other persons identified in subsection (A).

(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other

communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or by facsimile transmission or five (5) days after the date mailed.

SECTION 10.04. ASSIGNMENT AND JOINDER.

(A) Except as provided in under Section 10.05(B) below, neither Seller nor Buyer shall have the power or authority to assign this Agreement or any right, duty or obligation hereunder to a third party without the express written consent of the other party. This Agreement shall be construed as solely for the benefit of Seller and Buyer and their successors and assigns and no claim or cause of action shall accrue to or for the benefit of any other party.

(B) This Agreement shall be binding on and shall inure to the benefit of the parties to it and their respective successors and permitted assigns.

SECTION 10.05. AMENDMENTS AND WAIVERS. Except as otherwise provided in this Agreement, no amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 10.06. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the agreements, understandings, negotiations and discussions of the parties, whether oral or written, pertaining to the subject matter hereof, and there are no warranties, representations or other agreements

between the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 10.07. TERMINATION EVENTS. By notice given prior to or at the Closing, subject to Section 10.08, this Agreement may be terminated as follows:

(A) If a material breach of any provision of this Agreement has been committed by Buyer and such breach has not been waived by Seller, but does not result in termination of the Agreement, Seller retains all remedies available to it at law or in equity with respect to such breach.

(B) If a material breach of any provision of this Agreement has been committed by Seller and such Breach has not been waived by Buyer, but does not result in termination of this Agreement, Buyer retains all remedies available to it at law or in equity with respect to such breach.

(C) If either party believes that a Material Adverse Event has occurred with respect to the Purchased Assets between the Signature Date and Closing, said party shall promptly provide an MAE Notice to the other party. The MAE Notice shall provide a detailed description of the Material Adverse Event claimed thereby.

(1) If the MAE Notice specifies a loss or damage to any of the Purchased Assets in an amount exceeding \$730,000, then Seller, at its option, may cure said Material Adverse Event by (i) repairing or replacing the affected Purchase Assets, or (ii) negotiating a mutually acceptable reduction of the Purchase Price with the Buyer; if neither of the foregoing measures has been completed within 180 days after delivery of the MAE Notice, then Buyer shall have the right of termination, without further recourse or liability to Seller, by delivery of a written termination notice to Seller.

(2) If the MAE Notice specifies that the EBITDA generated by the Utility System over the 12 month period ending November 30, 2009, calculated in the same manner as set forth in **Appendix E**, is less than \$855,000, then Buyer shall have the right of termination, without further recourse or liability to Seller, by delivery of a written termination notice to Seller.

(D) As otherwise provided in this Agreement.

SECTION 10.8. EFFECT OF TERMINATION

(A) Each party's right of termination under Section 10.07 is in addition to any other rights it may have under this Agreement or otherwise and the exercise of such right of termination is not an election of remedies. If this Agreement is terminated pursuant to Section 10.07, all obligations of the parties under this Agreement shall terminate unless otherwise stated in this Agreement; provided, however, that, if this Agreement is terminated because of a breach of this Agreement by the non-terminating party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

(B) Neither Seller nor Buyer shall be liable to the other in the event that after the Signature Date there occurs (1) a change of law that prevents the Closing, (2) any action by a third party that prevents the Closing, or (3) any Order that prevents the Closing. Both parties shall diligently defend against a third party's attempt to prevent a Closing.

SECTION 10.9. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original.

SECTION 10.10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Purchaser as follows:

(A) Seller is duly organized, validly existing and has an active status under the laws of the State of Florida. Seller has the power and authority to enter into this Agreement and to perform the terms and conditions of this Agreement.

(B) To Seller's Knowledge, there are no legal actions, suits, mediations, arbitrations, or other legal or administrative proceedings pending or threatened against Seller that could affect the Purchased Assets and to Seller's Knowledge there exist no facts that might result in any action, suit, mediation, arbitration, or other proceedings that might result in any adverse change in the Purchased Assets.

(C) Seller is not in default under any Governmental Authorization and to Seller's Knowledge Seller has not received notice of any claim of default with respect to any Governmental Authorization.

(D) The execution and performance of this Agreement by Seller does not and will not violate or result in the breach of any term or condition, or require the consent of any person not a party hereto under: (i) the by-laws of Seller; (ii) any material mortgage, indenture, contract, lease, license or other instrument, document or understanding, oral or written, to which the Seller is a party or subject.

(E) Seller has not dealt with a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement, and, insofar as it knows, no

broker, salesman or other person is entitled to any commission or fee with respect to such transaction as a result of Seller's actions.

SECTION 10.11. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to Seller as follows:

(A) Buyer is duly organized, validly existing and has an active status under the laws of the State of Nevada, and is authorized to do business in the State of Florida. Purchaser has the power and authority to enter into this Agreement and to perform the terms and conditions of this Agreement.

(B) Buyer is not subject to, nor a party to any Proceeding, Legal Requirement or any other restriction of any kind or character that would prevent consummation of the transactions contemplated by this Agreement.

(C) Buyer has not dealt with a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement, and, in so far as it knows, no broker, salesman or other person is entitled to any commission or fee with respect to such transaction.

(D) The execution and performance of this Agreement by Buyer does not and will not violate or result in the breach of any term or condition, or require the consent of any person not a party hereto under: (i) the by-laws of Seller; (ii) any material mortgage, indenture, contract, lease, license or other instrument, document or understanding, oral or written, to which the Buyer is a party or subject.

SECTION 10.12. NON-NEGOTIATION.

(A) Seller shall not, and shall not authorize or permit any of its respective affiliates, directors, officers, employees, representatives or agents, or the directors,

officers, employees, representative or agents of any of their affiliates to do any of the following, directly or indirectly (other than in the ordinary course of business): (a) solicit, initiate, encourage or participate in any way in discussions or negotiations with, or provide information or other assistance to, or enter into any agreement with, any person or group of persons (other than Buyer and its affiliates) concerning or relating to any sale, directly or indirectly, of the Purchased Assets, (b) enter into any agreement, arrangement or understanding requiring it to abandon or terminate negotiations with Buyer, or (c) assist or participate in, facilitate or encourage any effort or attempt by any person or group of persons (other than Buyer and its affiliates) to seek to do any of the foregoing.

(B) Seller shall terminate all discussions and negotiations with any person or group of persons (other than Buyer and its affiliates) concerning the sale, in whole or part, of the Purchased Assets. If, while this Agreement is in effect, Seller violates this provision, then Seller shall be liable and obligated to immediately reimburse Buyer for all reasonable and documented out-of-pocket expenses incurred by Buyer in connection with its due diligence investigation of the Purchased Assets and the negotiation, execution and delivery of the Agreement.

SECTION 10.13. CONFIDENTIALITY.

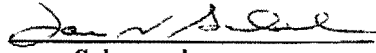
(A) Seller shall instruct its directors, officers, employees, agents and representatives to cooperate fully with, and provide information about, the Purchased Assets and business of the Wedgefield Utilities Inc. water and wastewater systems to Buyer. Such information shall be treated as confidential by Buyer and shall be disclosed only (i) to advisors and employees who are bound by confidentiality and on a need-to-know basis, and (ii) as required by law. Buyer shall be responsible for the disclosure of

any of its advisors or employees. The parties hereto agree that neither they nor their agents will disclose any of the terms and conditions of the proposed transaction to any third parties not directly involved in said transaction, unless required by any applicable law or court order.

(B) In the event this transaction is not consummated, for any reason, all documents and work papers that contain information proprietary to either party hereto shall be promptly returned to such party. The foregoing confidentiality obligations shall not apply to information that: (i) is or becomes generally available to the public through no act of the party who received the information (the "Receiving Party"); (ii) is already known to the Receiving Party; (iii) is lawfully made known to the Receiving Party by a third party; or (iv) is independently developed by the Receiving Party.

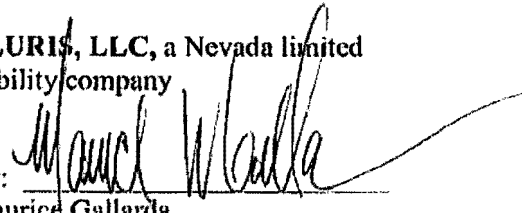
IN WITNESS WHEREOF, the Seller and Buyer have caused this Agreement to be duly executed and entered into on the date first above written.

**WEDGEFIELD UTILITIES,
INC.**, a Florida corporation

By: 
Lawrence Schumacher
President

OK/JS
4/20/09

PLURIS, LLC, a Nevada limited liability company

By: 
Maurice Gallarda
Managing Member

LIST OF APPENDICES

Appendix A - Service Area

Appendix B - Easements

Appendix C - Excluded Assets

Appendix D - Fee Parcels

Appendix E – EBITDA Statement

Appendix A – Service Area

C
WEDGEFIELD UTILITIES, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 3.0
CANCELS ORIGINAL SHEET NO. 3.0

TERRITORY SERVED

PER ORDER NO. 12315

Township 23 South, Range 32 East
Orange County, Florida

Section 1

The SW 1/4 of said Section 1 and the SE 1/4 of said Section 1 less and except that portion lying NE of SR 520.

Section 12

The North 1/2 of said Section 12.

PER ORDER NO. PSC 96-1241-FOF-WS

THE COMMONS

C
All of that tract or parcel of land in the north half of Section 11, Township 23 South, Range 32 East, containing 179 acres more or less, which lies east of Dallas Boulevard, South of Meredith Parkway, west of the row of lots bordering on the west side of Bancroft Boulevard, north of the Nettleton Canal and northeast of the southwesterly boundary line of the Florida Power and Light Company power easement, being more particularly described as follows:

Commence at the northwest corner of Section 11, Township 23 South, Range 32 East; thence run south 00 degrees 4' 52" east along the west line of the northwest quarter of Section 11 for a distance of 591.59 feet; thence run south 89 degrees 59' 38" east for a distance of 106.00 feet to the Point of Beginning; thence run south 89 degrees 59' 38" east for a distance of 5037.42 feet to a point on the westerly edge of the Bancroft Boulevard Property described above; thence run south 00 degrees 20' 03" east along said westerly edge of the Bancroft Boulevard Property for a distance of 1936.80 feet; thence run south 89 degrees 59' 18" west for a distance of 2218.74 feet; thence run north 52 degrees 32' 16" west for a distance of 521.34 feet; thence run south 37 degrees 28' 01" west for a distance of 373.47 feet; thence run north 00 degrees 09' 08" west for a distance of 240.27 feet to the Point of Beginning.

CONTAINING 178.725 ACRES MORE OR LESS.

SHOPPING CENTER

All that portion of the Southeast 1/4 of Section 1, Township 23 South, Range 32 East, lying Northeasterly of State Road 520 in Orange County, Florida.

C
Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

TERRITORY SERVED

BANCROFT BOULEVARD PROPERTY

The row of lots, each approximately one-quarter acre in size, located on the west side of Bancroft Boulevard in Sections 2 and 11, Township 23 South, Range 32 East, between the north line of the southeast quarter section of Section 2, Township 23 South, Range 32 East, and the north boundary line of the Florida Power and Light 160 foot power line easement in Section 11, Township 23 South, Range 32 East; being generally described as the east 178 feet of the southeast quarter of section 2 plus the east 178 feet of the north 4637 feet of Section 11; and more particularly described as follows:

Begin at the east quarter corner of Section 2, Township 23 South, Range 32 East; thence run south $00^{\circ} 02' 32''$ east along the east line of southeast quarter of Section 2 for a distance of 2642.05 feet to the northeast corner of Section 11, Township 23 South, Range 32 East; thence run south $00^{\circ} 20' 03''$ east along the east line of the northeast quarter of Section 11 for a distance of 2678.71 feet; thence run south $00^{\circ} 24' 40''$ west along the east line of the southeast quarter of Section 11 for a distance of 1958.18 feet; thence run north $52^{\circ} 32' 16''$ west for a distance of 156.62 feet; thence run north $00^{\circ} 24' 40''$ east for a distance of 1822.68 feet; thence run north $00^{\circ} 20' 03''$ west for a distance of 2677.83 feet to the south line of Section 2; thence run north $00^{\circ} 02' 32''$ west for a distance of 2642.10 feet to the north line of the southeast quarter section of Section 2; thence run north $89^{\circ} 48' 20''$ east along said north line for a distance of 178 feet to the Point of Beginning.

Lawrence N. Schuinacher
ISSUING OFFICER

PRESIDENT
TITLE

WEDGEFIELD UTILITIES, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 3.0
CANCELS ORIGINAL SHEET NO. 3.0

TERRITORY SERVED

PER ORDER NO. 12315

Township 23 South, Range 32 East
Orange County, Florida

Section 1

The SW 1/4 of said Section 1 and the SE 1/4 of said Section 1 less and except that portion lying NE of SR 520;

Section 12

The North 1/2 of said Section 12.

PER ORDER NO. PSC-96-1241-FOF-WS

THE COMMONS

All of that tract or parcel of land in the north half of Section 11, Township 23 South, Range 32 East, containing 179 acres more or less, which lies east of Dallas Boulevard, South of Meredith Parkway, west of the row of lots bordering on the west side of Bancroft Boulevard, north of the Nettleton Canal and northeast of the southwesterly boundary line of the Florida Power and Light Company power easement, being more particularly described as follows:

Commence at the northwest corner of Section 11, Township 23 South, Range 32 East; thence run south 00 degrees 4' 52" east along the west line of the northwest quarter of Section 11 for a distance of 591.59 feet; thence run south 89 degrees 59' 38" east for a distance of 106.00 feet to the Point of Beginning; thence run south 89 degrees 59' 38" east for a distance of 5037.42 feet to a point on the westerly edge of the Bancroft Boulevard Property described above; thence run south 00 degrees 20' 03" east along said westerly edge of the Bancroft Boulevard Property for a distance of 1936.80 feet; thence run south 89 degrees 59' 18" west for a distance of 2218.74 feet; thence run north 52 degrees 32' 16" west for a distance of 521.34 feet; thence run south 37 degrees 28' 01" west for a distance of 373.47 feet; thence run north 00 degrees 09' 08" west for a distance of 240.27 feet to the Point of Beginning.

CONTAINING 178.725 ACRES MORE OR LESS.

SHOPPING CENTER

All that portion of the Southeast 1/4 of Section 1, Township 23 South, Range 32 East, lying Northeasterly of State Road 520 in Orange County, Florida.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

TERRITORY SERVED

BANCROFT BOULEVARD PROPERTY

The row of lots, each approximately one-quarter acre in size, located on the west side of Bancroft Boulevard in Sections 2 and 11, Township 23 South, Range 32 East, between the north line of the southeast quarter section of Section 2, Township 23 South, Range 32 East, and the north boundary line of the Florida Power and Light 160 foot power line easement in Section 11, Township 23 South, Range 32 East; being generally described as the east 178 feet of the southeast quarter of Section 2 plus the east 178 feet of the north 4637 feet of Section 11; and more particularly described as follows:

Begin at the east quarter corner of Section 2, Township 23 South, Range 32 East; thence run south $00^{\circ} 02' 32''$ east along the east line of southeast quarter of Section 2 for a distance of 2642.05 feet to the northeast corner of Section 11, Township 23 South, Range 32 East; thence run south $00^{\circ} 20' 03''$ east along the east line of the northeast quarter of Section 11 for a distance of 2678.71 feet; thence run south $00^{\circ} 24' 40''$ west along the east line of the southeast quarter of Section 11 for a distance of 1958.18 feet; thence run north $52^{\circ} 32' 16''$ west for a distance of 156.62 feet; thence run north $00^{\circ} 24' 40''$ east for a distance of 1822.68 feet; thence run north $00^{\circ} 20' 03''$ west for a distance of 2677.83 feet to the south line of Section 2; thence run north $00^{\circ} 02' 32''$ west for a distance of 2642.10 feet to the north line of the southeast quarter section of Section 2; thence run north $89^{\circ} 48' 20''$ east along said north line for a distance of 178 feet to the Point of Beginning.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

Appendix B – Easements

1. Effluent Disposal Easement Agreement granted by Wedgefield Limited Partnership to Econ Utilities Corporation.

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D. J. ...

This instrument prepared by
Joseph J. Lexa
P. O. 2449
Pompano Beach, Fla. 33061

EFFLUENT DISPOSAL EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 21st day of April, 1989, by and between WARREN J. STANCHINA, JR., as General Partner of WEDGEFIELD LIMITED PARTNERSHIP, a Michigan limited partnership authorized to do business in Florida (hereinafter called "Owner"), and ECON UTILITIES CORPORATION (hereinafter called "Econ").

3238761 ORANGE CO. FL.
02:12:00PM 04/24/89

W I T N E S S E T H:

WHEREAS, Owner is the fee simple owner of the real property commonly known as the "Wedgefield Golf & Country Club" situate, lying and being in Orange County, Florida, described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Golf Course") upon which the Owner operates an 18-hole championship golf course.

03407453944

WHEREAS, Econ owns certain lands situate, lying and being in Orange County, Florida, and legally described in Exhibit "B" attached hereto and made a part hereof (the "Utility Parcel") upon which Econ operates a sewage treatment facility ("STF"), pursuant to and under a certificate from the Florida Public Service Commission and certain operating permits from the Florida Department of Environmental Regulation ("DER"); and

WHEREAS, Econ has determined that the method of disposing of properly treated sewage effluent ("Effluent") provided for in this Agreement is less expensive than

This Instrument To Be Returned To: Page 1 of 11

Sobering & Gray
201 S. Orange Avenue, Suite 1060
Orlando, Florida 32801

649 5.11

alternate methods of Effluent disposal which would require considerably greater capital investment and would result in significantly higher sewer rates to its customers; and

WHEREAS, Owner has determined that although an alternative source of water to irrigate the Golf Course is available, Owner will accept properly treated effluent;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS: All of the foregoing recitals contained in this Agreement are true and correct and are incorporated herein by specific reference.

2. EFFLUENT DISPOSAL SYSTEM: Effluent flows from the STF into a "Holding Pond" located on the Utility Parcel. Econ pumps Effluent out of the Holding Pond through a "Pumping Station" located on the Utility Parcel through a Transmission Line which leads from the Pumping Station to an Irrigation System located on the Golf Course and to an alternate Effluent disposal site. Effluent in the Holding Pond is supplemented as necessary by water from a "Well and Pump" located next to the Holding Pond.

3. GRANT OF EASEMENTS BY OWNER: Owner hereby grants and conveys to Econ and its successors and assigns, an exclusive easement burdening the Golf Course and benefitting the Utility Parcel for distribution of Econ's Effluent through the Irrigation System, together with a nonexclusive easement for

ingress, egress, access, use, maintenance and repair of said Irrigation System in accordance with the terms and provisions set forth herein.

4. IRRIGATION SYSTEM: Owner and Econ acknowledge that the Effluent will be spread on the Golf Course through the Irrigation System. The Irrigation System shall be operated, maintained, repaired and replaced by Owner at Owner's sole cost and expense. If Owner fails to so maintain the Irrigation System, Econ may, after giving Owner written notice of said failure to maintain and after giving Owner two business days within which to cure following Owner's receipt of said notice, enter onto the Golf Course and perform any necessary maintenance, repairs or replacements to the Irrigation System. Owner shall be obligated, upon submission of a bill by Econ, to pay Econ for Econ's cost of said maintenance, repairs or replacements. Owner's failure to pay Econ for said maintenance, repairs or replacements within 15 days of Owner's receipt of the bill shall entitle Econ to interest on the bill at the rate of 12% per annum, but in no event shall such interest be higher than the applicable legal rate, and the right to impose a lien on the Golf Course.

The Irrigation System shall be operated by the Owner in such a manner as not to defeat the purposes and the requirements of this Agreement. Operation of the Irrigation System by Owner shall mean setting the time clocks, setting spray head volumes, turning system on and off, monitoring the system, and maintaining records required by this Agreement.

Owner may be required to modify the schedule of Effluent distribution, the amount of Effluent application, and the application of fertilizer, pesticide, herbicide and other chemicals in order to meet health or ground water quality standards as required by regulatory agencies and Econ's operating permits or to meet the obligations set forth in this Agreement. In the event of a default under this Agreement on the part of the Owner, Econ shall have the right to enter the premises to correct the default in order to insure compliance with regulatory agency permits and other matters critical to Econ in meeting its responsibilities to all regulatory agencies.

Econ shall have the right at all times to enter onto the Golf Course to inspect the operation and maintenance of the Irrigation System and to obtain samples of groundwater from monitoring wells located on the Golf Course and to perform other necessary tests. Testing and sampling is hereby designated as Econ's responsibility. Owner will furnish a golf cart or other acceptable transportation for Econ's personnel to perform testing and sampling. Econ shall promptly repair any damage to the golf cart, golf course, tees or greens caused by or resulting from Econ's entry onto the Golf Course.

Econ shall have the right to spray onto the Golf Course and Owner shall be obligated to accept up to and including one (1) million gallons per day of Effluent; provided, however, that the amount of Effluent sprayed on the Golf Course shall

not exceed the amount allowed under Econ's operating permits from the Florida Department of Environmental Regulation ("DER") and other agencies governing the health and safety of the public and it shall not create a nuisance on the Golf Course which would unreasonably interfere with play, adversely affect the condition of the turf or otherwise impede the operation of the golf course, except in the event of a bona fide emergency. The quality of the Effluent shall meet the standards established by DER for the spray irrigation of Effluent on golf courses. Owner shall maintain generally acceptable records showing the number of gallons of Effluent sprayed each day and showing the amount utilized in various areas of the course and hours applied. Owner shall also keep records of changes in controller settings, and the application of fertilizers, pesticides, herbicides, and other chemicals. Said records shall be furnished to Econ by Owner not less often than quarterly in a form approved by Econ. Econ shall have the right to regularly inspect Owner's records regarding operation and maintenance of the system for the purpose of determining performance of the obligations under this Agreement.

5. WELL AND PUMP: The operation, maintenance, repair and replacement of the Well and Pump shall be the responsibility of the Owner at its sole cost and expense. Owner shall notify Econ of its intent to operate the Well and Pump and obtain Econ's permission, which shall not be unreasonably withheld, prior to turning on the Well and Pump.

The Well and Pump shall not be operated in such a manner as to cause the Holding Pond to overflow and Econ reserves the right to shut down the Well and Pump when, in Econ's reasonable judgment, a danger of the Holding Pond overflowing exists due to anticipated rainfall.

6. PUMPING STATION AND TRANSMISSION LINES: Generally, the Pumping Station and Transmission Lines shall be operated and maintained by Owner in accordance with this Agreement. However, Econ shall also have the right to operate and maintain the Pumping Station and Transmission Lines to insure disposal of the Effluent in accordance with this Agreement and consistent with Econ's operating permits and all health and safety standards governing its operation. Performance of maintenance, repairs and replacements to the Pumping Station shall be the responsibility of Econ. Owner shall pay on a monthly basis its pro rata share of the cost of electricity to run the Pumping Station and the estimated cost of repairs and replacements to the Pumping Station and Transmission Lines based upon gallons of Effluent pumped to the Golf Course. Econ shall be responsible for the pro rata cost of pumping Effluent to the alternate Effluent disposal sites.

7. GRANT OF EASEMENT BY ECON: Econ hereby grants to Owner, its successors and assigns, a nonexclusive easement over the Utility Parcel for ingress, egress, access, use, maintenance and repair of the Well and Pump, the Pumping Station and the Transmission Lines for the term of this Agreement.

8. COVENANTS OF ECON: Econ covenants and agrees with Owner as follows:

(A) Econ shall not unreasonably interfere with the Owner's operations on the Golf Course or the condition of the turf.

(B) Econ shall exercise its rights under the easement in accordance with the established and generally accepted practices of waste water treatment and effluent disposal systems and in conformity with all existing and future rules, regulations, ordinances, laws and statutes lawfully established and imposed by any governmental body or agency having jurisdiction over Econ.

(C) Econ agrees never to exercise its easement rights in such a manner as to create a public nuisance on the Golf Course and in the event that Owner shall ever contend that this provision has been violated, Owner agrees to give Econ a written notice accordingly and Econ shall have a reasonable period of time to cure any actual and conceded condition of public nuisance. If Econ does not agree with Owner that a condition of public nuisance does exist, the controversy shall be submitted to a court of competent jurisdiction for determination on the complaint of either party.

(D) Econ agrees to indemnify and hold harmless Owner from all damages, costs and expenses incurred by Owner in connection with any discharge of improperly treated Effluent onto the Golf Course, provided that Econ is given the sole

right to defend any claims made by others against Owner in connection therewith.

(E) Econ agrees to give Owner at least six months written notice of its intent to abandon its use of this easement as a means of Effluent disposal before actually abandoning such use.

9. COVENANTS RUNNING WITH THE LAND: The easements created pursuant to this Agreement shall be deemed to run with the lands described in Exhibit "A" (the "Golf Course") and the lands described in Exhibit "B" (the "Utility Parcel").

10. TERM: The term of the foregoing easement granted by Owner shall endure for such period of time as Econ, its successors and assigns, require the benefits thereof in connection with its ownership of the STF.

11. FURTHER ASSURANCES: The parties hereto agree to execute and deliver to one another from time to time such additional documents or instruments as may be reasonably required to confirm or implement the provisions and intentions of this Agreement.

12. SUCCESSORS AND ASSIGNS: Whenever reference is made to a party said reference is intended to extend to and include the successors and assigns of said party whether so stated or not, it being the agreement of the parties that the provisions hereof shall bind and inure to their respective successors and assigns.

13. EQUITABLE REMEDIES AVAILABLE: It is acknowledged and agreed that, in the event any provision of this Agreement is

breached by either party, any remedy at law would be inadequate. Therefore the parties hereto agree that either party may seek such equitable relief as may be available to it, including a suit for specific performance. The prevailing party shall also be entitled to recover reasonable attorney's fees from the other in any judicial action brought in connection therewith.

14. NOTICES: Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through or by Federal Express, express mail or other expedited mail or package service, addressed to the parties as follows:

If to Owner:

Warren J. Stanchina, Jr.
1114 Brookline Court
Winter Springs, FL 32708

If to Econ:

C/O Magna Properties, Inc.
Attn: Joseph J. Lexa
P.O. Box 2449
1301 W. Copans Road, Suite C-10
Pompano Beach, FL 33061

Any notice or demand that may be given hereunder shall be deemed complete (i) upon depositing any such notice or demand with Federal Express, express mail or other expedited mail or package delivery, or (ii) upon hand delivery to the appropriate addresses herein provided. Either party hereto may change said address by notice in writing to the other party in the manner herein provided.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be hereunto affixed, as of the day and year first above written.

624074963952

Witnesses:

[Signature]
[Signature]

WEDGEFIELD LIMITED PARTNERSHIP,
a Michigan limited partnership

By: [Signature]
Warren J. Stanchina Jr.
General Partner

(CORPORATE SEAL)

Witness:

[Signature]
[Signature]

ECON UTILITIES CORPORATION,
a Florida corporation

By: [Signature]
John O. Forrer, President

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, WARREN J. STANCHINA, JR., as General Partner of WEDGEFIELD LIMITED PARTNERSHIP, a Michigan limited partnership authorized to do business in Florida, to me well known to be the person described in and who executed the foregoing instrument and that he acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid, this 21st day of April, 1989.

[Signature]
NOTARY PUBLIC

My commission expires:

STATE OF FLORIDA
NOTARY PUBLIC
BUREAU OF GENERAL REGISTRATION

CR407433953

STATE OF FLORIDA)

ss.

COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, JOHN O. FORRER, as President of Econ Utilities Corporation, a Florida Corporation, to me well known to be the person described in and who executed the foregoing instrument and that he acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid, this 21st day of April, 1989.

John O. Forrer
NOTARY PUBLIC

My commission expires:

11/5/92

084074733956

EXHIBIT "A"

PARCEL 1:

All of Tracts "A" and "B" of Rocket City, Unit 4, recorded in Plat Book 2 at pages 74 through 81, of the Public Records of Orange County, Florida.

LESS AND EXCEPT the following described parcel of land in Tract "B":
Begin at the Southwest corner of Lot 45 of Block 63 of said Rocket City, Unit 4; Thence run South $89^{\circ} 52' 12''$ West along the North line of Lots 43 and 42 of said Block 63 for a distance of 86.00 feet to a point; Thence run North $0^{\circ} 20' 03''$ West along a line being parallel to the West line of Lots 45 through 56, inclusive, of said Block 63 for a distance of 1189.26 feet to a point of curvature of a circular curve leading to the right and having for its elements a central angle of $90^{\circ} 12' 15''$ and a radius of 205.00 feet; Thence run Northeasterly along the arc of said curve for a distance of 322.74 feet to the point of tangency; Thence run North $89^{\circ} 52' 12''$ East for a distance of 86.00 feet to a point of curvature of a circular curve leading to the left and having for its elements a central angle of $90^{\circ} 12' 15''$ and a radius of 205.00 feet; Thence run Southwesterly along the arc of said curve being along the Northwesterly line of Lots 56, 57 and 58 of said Block 63 for a distance of 322.74 feet to the point of tangency; Thence run South $0^{\circ} 20' 03''$ East along the West line of said Lots 45 through 56, inclusive, of Block 63 for a distance of 1189.26 feet to the Point of Beginning.

PARCEL 2:

That portion of Lots 1 through 12, inclusive, of Block 61 of Rocket City, Unit 4, as recorded in Plat Book 2 at pages 74 through 81, of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 12 of Block 61; Thence run South $89^{\circ} 52' 12''$ West along the South line of said Lot 12 for a distance of 86.00 feet to a point; Thence run North $0^{\circ} 20' 03''$ West along a line being parallel to the East line of said Lots 4 through 12, inclusive, of Block 61 for a distance of 880.75 feet to a point of curvature of a circular curve leading to the left and having for its elements a central angle of $89^{\circ} 47' 45''$ and a radius of 205.00 feet; Thence run Northwesterly along the arc of said curve for a distance of 321.28 feet to a point on the North line of said Lot 1 of Block 61; Thence run North $89^{\circ} 52' 12''$ East along the North line of said Lots 1 and 2 for a distance of 86.00 feet to the point of curvature of a circular curve leading to the right, having for its elements a central angle of $89^{\circ} 52' 12''$ and a radius of 205.00 feet; Thence run Southeasterly along the arc of said curve, being along the Northeasterly corner of said Lots 2, 3 and 4 for a distance of 321.28 feet to the point of tangency; Thence run South $0^{\circ} 20' 03''$ East along the East line of said Lots 4 through 12, inclusive, of Block 61 for a distance of 880.75 feet to the Point of Beginning.

PARCEL 3:

All of Tract "C" of Rocket City, Unit Four, now known as CAPE ORLANDO ESTATES, UNIT FOUR, according to the Plat thereof recorded in Plat Book 2 at Pages 74 through 81, of the Public Records of Orange County, Florida.

Parcels 1, 2 and 3 described above containing 123.81 acres, more or less.

984074233955

EXHIBIT "B"

UTILITY PARCEL

A portion of the Southeast 1/4 of Section 11, Township 23 South, Range 32 East, lying in Orange County, Florida, being more particularly described as follows:

Commence at the East 1/4 corner of said Section 11, run N 89°57'02" W along the North line of the Southeast 1/4 of said Section 11 for a distance of 178.01 feet to the Point of Beginning, said point being on the West line of C.O.E. Unit 1A as recorded in Plat Book Z, Pages 71-73:

Thence run along said North line N 89°57'02" W for a distance of 2657.68 feet to a point on the Northeast line of C.O.E. unit 12A as recorded in Plat Book 4, Pages 66-70, thence run S 52°32'16" E along said line, also being the Southwesterly line of the 160.00 foot Florida Power and Light Company easement as recorded in Miscellaneous Book 7, Page 581 of the Public Records of Orange County, Florida for a distance of 3486.57 feet, thence run N 00°24'40" E along the Westerly Right-of-Way of Bancroft Boulevard for a distance of 200.48 feet; thence run N 52°32'16" W along the West line of the aforementioned C.O.E. Unit 1A for a distance of 156.62 feet; thence run along said West line N 00°24'40" E for a distance of 1822.68 feet to the Point of Beginning.

OR 4074 PG 3930

RECORDED IN PLAT BOOK Z, PAGES 71-73
FILED IN PLAT BOOK Z, PAGES 71-73
ORANGE COUNTY, FLORIDA

Appendix C – Excluded Assets

1. All billing systems, computers (including all Toughbook PCs), and other information systems.
2. The Corporation and name: "Utilities, Inc.," and related logo and signage owned or used by Seller.
3. Deposits with third party service providers (not customer deposits).
4. Cash on hand.

Appendix D – Fee Parcels

1. Parcel Number: 01-23-32-7597-25191
Subdivision Name: Wedgefield
Address: 20449 Mansfield Street
Notes: WTP & W#2
2. Parcel Number: 01-23-32-7597-25192
Subdivision Name: Wedgefield
Address: 20449 Mansfield Street
Notes: WTP & W#3
3. Parcel Number: 11-23-32-0000-00005
Subdivision Name: Wedgefield
Address: 3100 Bancroft Boulevard
Notes: WWTP
4. Parcel Number: 11-23-32-1170-00-002
Subdivision Name: Wedgefield Commons
Address: 19615 Knight Tale Lane- PH 2
Notes: L/S #9
5. Parcel Number: 11-23-32-1174-00-002
Subdivision Name: Wedgefield Commons
Address: 2721 Somerset Pines Drive
Notes: L/S #10

Appendix E – EBITDA Statement

APPENDIX E
Statement of EBITDA
For 12 Months Ending March 31, 2009

Description	April	May	June	July	August	September	October	November	December	January	February	March	Total
TOTAL REVENUE													
WATER REVENUE	55,535	70,043	64,832	18,190	87,129	41,799	58,556	54,678	58,218	61,970	49,444	129,645	750,039
SEWER REVENUE FLAT	59,882	76,613	10,006	(32,250)	9,630	(3,211)	(1,752)	2,529	552	6,370	(7,878)	(41,187)	79,304
SEWER REVENUE MEASURED			66,607	42,118	67,733	59,291	65,482	60,305	63,198	62,939	63,030	117,520	668,222
SEWER OPERATING REVENUE	59,882	76,613	76,613	9,867	77,363	56,080	63,731	62,834	63,750	69,309	55,152	76,333	747,526
MISC SERVICE REVENUE	617	650											1,267
OTHER W/S REVENUES			310	300	385	390	420	410	320	190	803	1,300	4,828
MISC OPERATING REVENUES	617	650	310	300	385	390	420	410	320	190	803	1,300	6,096
TOTAL REVENUE	116,035	147,306	141,755	28,357	164,877	98,269	122,706	117,922	122,288	131,469	105,400	207,278	1,503,661
ELEC PWR - SWR SYSTEM	10,164	11,283	9,898	9,593	10,152	9,634	10,090	10,370	19,512		10,197	11,156	122,048
CHEMICALS	(13,816)	8,811	7,020	6,761	1,838	2,839	5,394	22,624	12,986	2,908	20,348	3,251	80,964
BAD DEBT EXPENSE	5,740	1,875	0	(0)		(78)			11,945	(1)		0	19,482
BILLING & CUSTOMER SER		300	87						85				472
MISCELLANEOUS EXPENSE	21		108	109	321	87		9					656
OFFICE EXPENSE	14		7		133	(31)	442	168	284	253	257	99	1,626
OFFICE UTILITIES/MAINT	2,097	2,496	2,684	1,975	6,104	2,489	2,853	2,767	372	3,051	3,748	2,903	33,539
OUTSIDE SERVICE EXPENS			203										203
SALARIES & WAGES	28,578	15,943	14,788	10,485	14,825	14,118	14,367	14,338	22,936	13,173	13,123	9,859	186,533
FLEET TRANSPORTATION E		157									744		901
MAINTENANCE TESTING	2,210		3,322	1,434	80	(153)	1,297	3,893	6,022	2,722	251	3,063	24,139
MAINTENANCE-WATER PLAN	710	1,556	3,417	353	699	1,121	1,529	1,087	1,510	916	2,315	1,157	16,371
MAINTENANCE-SEWER PLAN	12	765	5,078	(3,595)		2,420	1,650	7,191	1,119	876	382	32	15,931
MAINTENANCE-WTR&SWR PL	1,200	1,308	1,210	806	806	566	806	806	806	806	806	1,331	11,254
SEWER RODDING	1,200					660			806		990	(495)	2,355
SLUDGE HAULING		10,650	5,400	5,400	3,867	(1,768)	1,836		3,600	16,452	8,136		53,573
OPERATING EXPENSES CONS	38,130	55,144	53,223	33,321	38,824	31,903	40,263	63,253	81,176	41,156	61,298	32,357	570,047
DEPRECIATION EXP-WATER	10,684	10,689	17,208	11,811	11,833	11,865	11,878	19,846	19,868	19,875	20,040	20,044	185,640
DEPRECIATION EXP-SEWER	18,124	18,130	18,135	18,141	18,162	18,181	18,200	18,201	18,212	18,217	18,227	18,227	218,157
DEPRECIATION EXP-REUSE	662	662	662	662	662	662	662	662	662	662	662	662	7,941
AMORT EXP-CIA-WATER	(3,247)	(3,247)	(3,247)	(3,247)	(3,247)	(3,247)	(3,247)	(3,247)	(3,247)	(3,247)	(3,247)	(3,247)	(38,965)
AMORT EXP-CIA-SEWER	(9,614)	(9,614)	(9,614)	(9,614)	(9,614)	(9,614)	(9,614)	(9,614)	(9,614)	(9,614)	(9,614)	(9,614)	(115,370)
DEPRECIATION & AMORT NE	16,609	16,620	23,143	17,752	17,795	17,846	17,879	25,847	25,881	25,893	26,067	26,072	257,403
PAYROLL TAXES													
PROPERTY & OTHER TAXES	14,879	14,879	14,878	14,879	14,879	229	29,528	14,879	(14,192)	14,663	14,663	14,663	148,827
TAXES OTHER THAN INCOME	14,879	14,879	14,878	14,879	14,879	229	29,528	14,879	(14,192)	14,663	14,663	14,663	148,827
INCOME TAXES	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPERATING EXPENSES	69,618	86,642	91,244	65,951	71,498	49,979	87,670	103,979	92,865	81,711	102,028	73,092	976,277

APPENDIX E
Statement of EBITDA
For 12 Months Ending March 31, 2009

Description	April	May	June	July	August	September	October	November	December	January	February	March	Total
SHORT TERM INTEREST EX	96	100	71	73	73	77	82	80	83	83	88	85	991
INTEREST DURING CONSTR	(23,549)	(21,624)	(13,504)	(22,053)	(22,290)	(22,474)							(125,495)
TOTAL OTHER INCOME & EXPE	(23,453)	(21,525)	(13,434)	(21,980)	(22,217)	(22,397)	82	80	83	83	88	85	(124,503)
Net Income (Loss)	69,870	82,189	63,945	(15,614)	115,595	70,687	34,954	13,863	29,340	49,674	3,284	134,101	651,888
EBITDA													
Revenue	116,035	147,306	141,755	28,357	164,877	98,269	122,706	117,922	122,288	131,469	105,400	207,278	1,503,661
Less: O&M	38,130	55,144	53,223	33,321	38,824	31,903	40,263	63,253	81,176	41,156	61,298	32,357	570,047
Taxes Other than Income	14,879	14,879	14,878	14,879	14,879	229	29,528	14,879	(14,192)	14,663	14,663	14,663	148,827
Capitalized Labor Adjustment	(6,191)	(7,078)	(8,438)	(11,932)	(10,830)	(2,725)	(1,187)	(1,341)	(1,775)	(2,829)	(862)	(2,511)	(57,699)
Rate Case Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0
EBITDA	56,835	70,206	65,217	(31,774)	100,343	63,411	51,729	38,449	53,529	72,820	28,577	157,747	727,089

ASSIGNMENT AND ASSUMPTION
OF
UTILITY ASSET ACQUISITION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of April 22, 2009, is by and between PLURIS, LLC, a Nevada limited liability company ("Assignor"), and PLURIS WEDGEFIELD, LLC, a Florida limited liability company, ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee all of its rights, title, interests and benefits arising out of, relating to or in any way associated with the Utility Asset Acquisition Agreement dated April 20, 2009 (the "Agreement"), between Wedgefield Utilities, Inc. and Pluris, LLC and Assignee will assume all of Assignor's liabilities and obligations under the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee and its successors and assigns all of Assignor's right, title, interest and benefits in and to the Agreement. Assignee hereby accepts such assignment and assumes all obligations and liabilities of Assignor arising under the Agreement accruing on or after the date hereof. Notwithstanding this Assignment and to induce Assignee also to close on the Agreement, Assignor shall remain jointly and severally liable with Assignee for the payment and performance of all obligations accruing under the Agreement arising at any time prior to or after the date hereof and has signed as of the date hereof an unconditional guaranty of payment and performance of Assignee's obligations under the Agreement.

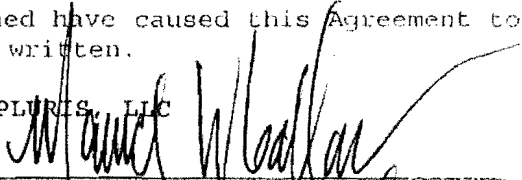
2. Assignor represents that as of the date hereof (a) there are no violations or breaches by Assignor of the Agreement, (b) all of Assignor's obligations accruing or arising prior to the date hereof have been performed in full under the Agreement, to the extent performance is required pursuant thereto prior to the date hereof, and (c) Assignor has full right and authority to assign the Agreement to Assignee.

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

WITNESS:

WITNESS:

PLURIS, LLC


By: Maurice Gallarda, Manager

PLURIS WEDGEFIELD, LLC

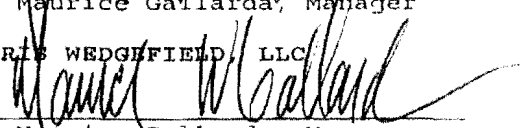

By: Maurice Gallarda, Manager

EXHIBIT "B"

Management

Management

Management of Pluris Southgate, LLC includes Brian Pratt, Ken Pratt and Maurice Gallarda. Mr. Brian Pratt, a Civil Engineer, is the sole member of the company, and Mr. Gallarda is the manager. Mr. Ken Pratt is a project manager. Administrative, Legal and financial assistance is provided by Primoris Corporation personnel. Pluris Southgate, LLC anticipates employing utility personnel within existing utilities upon acquisitions.

Mr. Gallarda serves as the Manager of Pluris Southgate, LLC. In this role he will direct and oversee the acquisition and operation of wastewater utilities. Mr. Gallarda has spent considerable time within the southeastern US for years as a professional engineer assisting companies in the industry. As an Appointee of Governor Schwarzenegger to the California Regional Water Quality Control Board, he is very knowledgeable with the federal and State regulations as relating to water and wastewater treatment.

In addition to serving as the Manager of Pluris Southgate, LLC, Mr. Gallarda currently serves as President of Primoris, Infrastructure, headquartered in Lake Forest California. He is responsible for the municipal infrastructure markets. He oversees the opportunities related to design/build/operate of water and wastewater projects.

Prior to joining Primoris Corporation he was an executive officer for Southwest Water Company, a publicly traded company, for nine years. In his role, he managed strategic growth opportunities in the expanding domestic water markets. During his tenure Southwest Water Company was responsible for water utilities as well as contract operating companies, providing service to its own as well as municipal utilities.

Mr. Gallarda, a professional engineer began his engineering and management career in 1978 as project engineer with Kleinfelder, where he was responsible for technical management of projects. Subsequently he was promoted to engineering manager, an opportunity that enabled him to expand the company's environmental services in Los Angeles, San Diego and Phoenix.

In 1987, Mr. Gallarda was named president of Thorne Environmental, where his responsibilities included the integration of existing business into the expanding environmental industry. He founded Park Environmental Corporation in 1990 and acquired related laboratory and manufacturing companies. In 1995, he became chief executive officer of Watershed Holdings, Inc., the parent company of engineering, analytical and manufacturing subsidiaries.

Mr. Gallarda is a graduate member of the Young Presidents' Organization (YPO) and currently a member of the Chief Executives' Organization (CEO).

He is also active in several professional organizations including the American Society of Civil Engineers, the Water Environment Federation, and the National Society of Professional Engineers. Mr. Gallarda received his bachelor's degree in civil engineering and is licensed as a professional civil engineer in multiple states.

Accountants/Attorneys/Bankers/Insurance Agents/Other Outside Support

- **Accountants:** Outside accountants who will review annual financial reports are Peasley, Aldinger & O'Bymachow, located at 2120 Main Street, Suite 265, Huntington Beach, CA 92648. The firm specializes in utility accounting.
- **Attorneys:** Attorneys include general business activity counsel and outside utility regulatory counsel. Mr. John Perisich, senior vice president and general counsel for Primoris Corporation will serve as the general business counsel. Mr. Martin S. Friedman, of the law firm of Rose, Sundstrom & Bentley, LLP in Longwood, Florida will serve as the outside utility regulatory attorney for the acquisition and post acquisition activities of the Utility.
- **Insurance Agents:** Pluris, LLC is represented by Marsh for its business insurance policies. The Marsh office is located at 4695 MacArthur Court, Suite 700, Newport Beach, CA 92660.

Other Management

Other management within Pluris Southgate, LLC include several executives within the Primoris companies. A brief biography of each executive is provided in the following.

- **Brian Pratt** – Mr. Pratt, a fourth generation Californian, is currently the Chairman of the Board and Chief Executive Officer of Primoris Corporation, a highly diversified, international, heavy construction contractor. Primoris is headquartered in Lake Forest, California and performs projects throughout the world in the engineering, general building, plant facilities and underground construction sectors.

Mr. Pratt is also the founder, Chief Executive Officer and Chairman of the Board of Stockdale Investment Group, Inc., an asset management and development company focused in California. The company's development projects include single-family subdivisions, industrial warehouses, commercial offices, retail, and has a group focused in mining,

energy production and distribution, oil and gas production, and water and waste water treatment. He is the majority owner of Pluris, LLC.

- John Perisich - Mr. Perisich is Senior Vice President and General Counsel for Primoris Corporation. He joined the predecessor, ARB, Inc. in 1995. Prior to working at the company, Mr. Perisich practiced law at Klein, Wegas, a full service law firm based in Bakersfield, California. He received a B.A. degree from UCLA in 1988, and a J.D. from the University of Santa Clara in 1991.
- Peter Moerbeek – Mr. Moerbeek serves as an outside Member of the Board of Directors for Primoris Corporation. Mr. Moerbeek is President and Chief Executive Officer of NiAmerica, a privately held water and wastewater utility company. His Prior experience includes over 10 years in a publicly traded national water company where he was President and Chief Executive Officer. The company had over \$350 million in market value and while under Mr. Moerbeek’s control ranked #2 in return on investment.

He has a Bachelor of Science degree along with a Master of Business Administration. Mr. Moerbeek is a Certified Public Accountant and a Member of the Financial Executives International and Water Partnership Council, where he was President.

- Ken Borja – Mr. Borja is Senior Vice President for Stockdale Investment Group, Inc., and joined the company in 2006. Previously he was Vice President-Corporate Controller for Primoris Corporation’s predecessor, ARB, Inc. Prior to joining the Primoris family of companies he was Corporate Controller for Kinetics Technology International Corporation, an engineering company in San Dimas, California and Director of Taxation for Alpha Beta Company, a retail grocery chain headquartered in La Habra, California. Mr. Borja holds a Bachelor of Science degree in Business Administration.

EXHIBIT "C"

WILL BE LATE FILED

Proforma Balance Sheet

EXHIBIT "D"

Water and Wastewater Tariffs

WASTEWATER TARIFF

PLURIS WEDGEFIELD, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

PLURIS WEDGEFIELD, LLC
WASTEWATER TARIFF

ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

PLURIS WEDGEFIELD, LLC
NAME OF COMPANY

26000 COMMERCENTRE DRIVE

LAKE FOREST, CA 92630
(ADDRESS OF COMPANY)

949-454-7104
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

Table of Contents

	Sheet Number
Territory Served	3.0 - 3.1
Miscellaneous	4.0
Technical Terms and Abbreviations	5.0
Index of Rules and Regulations	6.0 - 6.1
Rules and Regulations	7.0 - 7.5
Index of Rate Schedules	8.0
Rate Schedules	9.0 - 10.0
Index of Standard Forms	11.0
Standard Forms	12.0 - 14.0
Index of Service Availability	15.0
Service Availability	16.0 - 17.0
Contracts and Agreements	There are no contracts at the date of original issue or (Submit Contracts)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

TERRITORY SERVED

PER ORDER NO. 12315

Township 23 South, Range 32 East
Orange County, Florida

Section 1

The SW 1/4 of said Section 1 and the SE 1/4 of said Section 1 less and except that portion lying NE of SR 520.

Section 12

The North 1/2 of said Section 12.

PER ORDER NO. PSC096-1241-FOF-WS

THE COMMONS

All of that tract or parcel of land in the north half of Section 11, Township 23 South, Range 32 East, containing 179 acres more or less, which lies east of Dallas Boulevard, South of Meredith Parkway, west of the row of lots bordering on the west side of Bancroft Boulevard, north of the Nettleton Canal and northeast of the southwesterly boundary line of the Florida Power and Light Company power easement, being more particularly described as follows:

Commence at the northwest corner of Section 11, Township 23 South, Range 32 East; thence run south 00 degrees 4' 52" east along the west line of the northwest quarter of Section 11 for a distance of 591.59 feet; thence run south 89 degrees 59' 38" east for a distance of 106.00 feet to the Point of Beginning; thence run south 89 degrees 59' 38" east for a distance of 5037.42 feet to a point on the westerly edge of the Bancroft Boulevard Property described above; thence run south 00 degrees 20' 03" east along said westerly edge of the Bancroft Boulevard Property for a distance of 1936.80 feet; thence run south 89 degrees 59' 18" west for a distance of 2218.74 feet; thence run north 52 degrees 32' 16" west for a distance of 521.34 feet; thence run south 37 degrees 28' 01" west for a distance of 373.47 feet; thence run north 00 degrees 09' 08" west for a distance of 240.27 feet to the Point of Beginning.

CONTAINING 178.725 ACRES MORE OR LESS.

SHOPPING CENTER

All that portion of the Southeast 1/4 of Section 1, Township 23 South, Range 32 East, lying Northeasterly of State Road 520 in Orange County, Florida.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

TERRITORY SERVED

BANCROFT BOULEVARD PROPERTY

The row of lots, each approximately one-quarter acre in size, located on the west side of Bancroft Boulevard in Sections 2 and 11, Township 23 South, Range 32 East, between the north line of the southeast quarter section of Section 2, Township 23 South, Range 32 East, and the north boundary line of the Florida Power and Light 160 foot power line easement in Section 11, Township 23 South, Range 32 East; being generally described as the east 178 feet of the north 4637 feet of Section 11; and more particularly described as follows:

Begin at the east quarter corner of Section 2, Township 23 South, Range 32 East; thence run south 00°02'32" east along the east line of southeast quarter of Section 2, for a distance of 2642.05 feet to the northeast corner of Section 11, Township 23 South, Range 32 East; thence run south 00°20'03" east along the east line of the northeast quarter of Section 11 for a distance of 2678.71 feet; thence run south 00°24'40" west along the east line of the southeast quarter of Section 11 for a distance of 1958.18 feet, thence run north 52°32'16" west for a distance of 156.62 feet; thence run north 00°24'40" east for a distance of 1822.68 feet; thence run north 00°20'03" west for a distance of 2677.83 feet to the south line of Section 2; thence run north 00°02'32" west for a distance of 2677.83 feet to the south line of Section 2; thence run north 00°02'32" west for a distance of 2642.10 feet to the north line of the southeast quarter section of Section 2; thence run north 89°48'20" east along said north line for a distance of 178 feet to the Point of Beginning.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

PLURIS WEDGEFIELD, LLC
WASTEWATER TARIFF

ORIGINAL SHEET NO. 4.0

MISCELLANEOUS

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" - PLURIS WEDGEFIELD, LLC
- 2.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with sewer service by the Company.
- 3.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with Customers shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 4.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement..
- 5.0 "POINT OF DELIVERY" - The point where the Company's pipes or meters are connected with pipes of the consumer.
- 6.0 "MAIN" - Shall refer to a pipe, conduit, or other facility used to convey sewer service from individual service lines or other mains.
- 7.0 "SERVICE LINES" - The pipes of the Company which are connected from the mains to point of collection.
- 8.0 "RATE SCHEDULE" - Refers to rates or charges for the particular classification of service.
- 9.0 "COMMISSION" - Refers to Florida Public Service Commission.
- 10.0 "CERTIFICATE" - Means the sewer certificate issued to the Company by the Commission.
- 11.0 "CUSTOMER" - Means any person, firm or corporation who has entered into an agreement to receive sewer service from the Company and who is liable for the payment of such sewer service.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

INDEX OF RULES AND REGULATIONS

<u>RULE NUMBER</u>		<u>SHEET NUMBER</u>
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2.0	General Information	7.0
3.0	Signed Application Necessary	7.0
4.0	Applications by Agents	7.0
5.0	Withholding Service	7.0
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11.0	Inspection of Customer's Installation	7.2
12.0	Protection of Company's Property	7.2
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15.0	Billing Periods	7.2
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18.0	Evidence of Consumption	7.3
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21.0	Unauthorized Connections - Sewer	7.4

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

PLURIS WEDGEFIELD, LLC
WASTEWATER TARIFF

ORIGINAL SHEET NO. 6.1

RULE NUMBER

SHEET NUMBER

22.0	Adjustment of Bills	7.4
23.0	Customer Deposit	7.4
24.0	Filing of Contracts	7.5

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders sewage service.

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

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

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

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

- 4.0 APPLICATIONS BY AGENTS - Applications for sewer service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When sewer service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such sewer service by the principal shall continue full and complete ratification by the principal of the agreement or agreements entered into and between the agent and the Company and under which such sewer service is rendered.
- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue sewer service rendered under application made by any member or agent of a household, organization, or business unless a prior indebtedness to the Company of such household, organization, or business for sewer service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

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

(Continued on Sheet No. 7.1)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

(Continued from Sheet 7.0)

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 LIMITATION OF USE - Sewer service purchased from the Company shall be used by the Customer only for the purposes specified in the application for sewer service. Sewer service furnished to the customer shall not sell or otherwise dispose of such sewer service supplied by the Company. Water service furnished to the Customer shall be for the consumer's into the Company's main sewer lines. 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 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
- 8.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous sewer service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous sewer service. The Company shall not be liable for any act of omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control. If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.
- 9.0 TYPE AND MAINTENANCE - The Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the sewer service. The Company reserves the right to discontinue or withhold sewer service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

(Continued on Sheet 7.2)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

(Continued from Sheet 7.1)

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's sewer 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 sewer service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

The Company reserves the right to inspect the Customer's installation prior to rendering sewer service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

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

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

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

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

- 15.0 BILLING PERIODS - Bills for sewer service will be rendered Monthly, as stated in the rate schedule and shall become due when rendered and be considered as received by the Customer when delivered or mailed to the sewer service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

(Continued on Sheet 7.3)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

(Continued from Sheet 7.2)

- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented a five (5) day written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the Customer. There shall be no liability of any kind against the Company for the discontinuance of water service to a Customer for that Customer's failure to pay the bills on time.

No partial payment of any bill rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both sewer and water service are provided by the Company, payment of any sewer 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. If the charges for sewer service are not so paid, the company may discontinue both sewer service and water service to the consumer's premises for nonpayment of the sewer service charges of if the charges for water service are not paid the Company may discontinue both water service and sewer service to the Consumer's premises for nonpayment of the water service charge. The Company shall not reestablish or reconnect sewer service or water service or either of such services until such time as all sewer service and water service charges and all other expenses or charges established or provided for by these Rules and Regulations.

- 18.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the premises shall constitute to the initiation, continuation, or resumption of sanitary sewer service to the premises, regardless of occupancy.

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

This charge must be approved by the Commission before being incorporated in the customer's bills.

(Continued on Sheet 7.4)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

(Continued from Sheet 7.3)

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

For the convenience of its customer's the Company will accept telephone orders to discontinue or transfer sewer service and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

21.0 UNAUTHORIZED CONNECTIONS - SEWER - Connections to the Company's sewer system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the Customer's sewer service shall be subject to immediate discontinuance without notice. Sewer service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by any reason of such unauthorized connection.

22.0 ADJUSTMENT OF BILLS - When a Customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, or, if sewer service is measured by water consumption, a meter error is determined , the amount may be credited or billed to the customer, as the case may be.

23.0 CUSTOMER DEPOSIT - Before rendering service, the Company may require a deposit or guarantee satisfactory to the company to secure the payment of bills, and the company shall give the customer's a non-negotiable and non-transferable deposit receipt. The amount of initial deposit shall be the following:

Residential \$20.00

All other classes (according to water meter size):

3/4" x 5/8"	\$60.00
1"	\$
1 1/2"	\$
2"	\$

(Continued on Sheet 7.5)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

(Continued from Sheet 7.5)

After a customer's bill service has been disconnected due to non-payment of bill, before service will be resumed, company may increase the deposit to two (2) times the average monthly bill for that class of customer and meter size.

The Company will pay interest on the customer's deposit at the rate of 6% per annum. The payment of interest will be paid once a year as a credit on regular bills, and on final bills when service is disconnected. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then interest will be paid from the date of the commence of service.

The company will pay or credit accrued interest to the customer's account during the month of June each year.

Upon final settlement of the customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the company of the applicable deposit receipt or, when the receipt cannot be produced, upon adequate information.

Notwithstanding the above, the Company may hold the deposit of a non residential customer after a continuous service period of 23 months and shall pay interest on such non residential customer's deposit at a rate of 7%annum upon the retainment if such deposit.

24.0 The Company shall file with the Commission copies of all Guaranteed Revenue contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

INDEX OF RATE SCHEDULES

General Service, GS	9.0
Residential Service, RS	10.0
Held for Future Use	11.0

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

GENERAL SERVICE GS
RATE SCHEDULE

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - To any customer 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.
- RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charges</u>
5/8" x 3/4"	\$ 20.72
3/4"	31.11
1"	51.85
1-1/2"	103.67
2"	165.89
3"	331.77
4"	519.21
6"	829.42

Gallonge Charge per 1,000 Gallons \$4.51

- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, separate and apart from bill, service may then be discontinued.
- EFFECTIVE DATE - For services rendered on and after August 30, 2007
- TYPE OF FILING - Transfer

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

RESIDENTIAL SERVICE
RATE SCHEDULE RS

- 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.

RATES -

Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$20.72
3/4"	20.72
1"	20.72
1 1/2"	20.72
2"	20.72

Gallonge Charge per 1,000 Gallons (maximum charge @ 10,000 gallons) \$3.76

MINIMUM CHARGE - \$20.72

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

EFFECTIVE DATE - For services rendered on and after August 30, 2007

TYPE OF FILING - Transfer

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

PLURIS WEDGEFIELD, LLC
WASTEWATER TARIFF

ORIGINAL SHEET NO. 11.0

HELD FOR FUTURE USE

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
ACKNOWLEDGMENT OF SEWER SERVICE	13.0
COPY OF CUSTOMER'S BILL	14.0

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

PLURIS WEDGEFIELD, LLC
WASTEWATER TARIFF

ORIGINAL SHEET NO. 13.0

ACKNOWLEDGMENT OF SEWER SERVICE

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

PLURIS WEDGEFIELD, LLC
WASTEWATER TARIFF

ORIGINAL SHEET NO. 14.0

COPY OF CUSTOMER'S BILL

(Cut and Paste)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

INDEX OF SERVICE AVAILABILITY

SERVICE AVAILABILITY POLICY 16.0
SCHEDULE OF FEES AND CHARGES 17.0

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

SERVICE AVAILABILITY POLICY

The utility service to a developing residential community, and its customers are primarily single family homes with country club facilities. Distribution facilities are in place for expansion to build out. No facilities have been contributed, nor is any contributed property anticipated. In addition no developer agreements are in existence and none are anticipated.

The utility charges a system capacity charge which includes placement of the sewer lateral.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

SCHEDULE OF FEES AND CHARGES

WASTEWATER

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NO.</u>
System Capacity Charge		
Residential - per ERC (300 GPD)	\$ 2,250.00	16.0
All others - per gallon	7.50	
Customer Connection (Tap-in) Charge	(1)	16.0
All sizes		

(1) Included in System capacity charge.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

WASTEWATER TARIFF

PLURIS WEDGEFIELD, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

PLURIS WEDGEFIELD, LLC
WASTEWATER TARIFF

ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

PLURIS WEDGEFIELD, LLC
NAME OF COMPANY

26000 COMMERCENTRE DRIVE

LAKE FOREST, CA 92630
(ADDRESS OF COMPANY)

949-454-7104
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

Table of Contents

	Sheet Number
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Miscellaneous	4.0
Technical Terms and Abbreviations	5.0
Index of Rules and Regulations	6.0 - 6.1
Rules and Regulations	7.0 - 7.5
Index of Rate Schedules	8.0
Rate Schedules	9.0 - 10.0
Index of Standard Forms	11.0
Standard Forms	12.0 - 14.0
Index of Service Availability	15.0
Service Availability	16.0 - 17.0
Contracts and Agreements	There are no contracts at the date of original issue or (Submit Contracts)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

TERRITORY SERVED

PER ORDER NO. 12315

Township 23 South, Range 32 East
Orange County, Florida

Section 1

The SW 1/4 of said Section 1 and the SE 1/4 of said Section 1 less and except that portion lying NE of SR 520.

Section 12

The North 1/2 of said Section 12.

PER ORDER NO. PSC096-1241-FOF-WS

THE COMMONS

All of that tract or parcel of land in the north half of Section 11, Township 23 South, Range 32 East, containing 179 acres more or less, which lies east of Dallas Boulevard, South of Meredith Parkway, west of the row of lots bordering on the west side of Bancroft Boulevard, north of the Nettleton Canal and northeast of the southwesterly boundary line of the Florida Power and Light Company power easement, being more particularly described as follows:

Commence at the northwest corner of Section 11, Township 23 South, Range 32 East; thence run south 00 degrees 4' 52" east along the west line of the northwest quarter of Section 11 for a distance of 591.59 feet; thence run south 89 degrees 59' 38" east for a distance of 106.00 feet to the Point of Beginning; thence run south 89 degrees 59' 38" east for a distance of 5037.42 feet to a point on the westerly edge of the Bancroft Boulevard Property described above; thence run south 00 degrees 20' 03" east along said westerly edge of the Bancroft Boulevard Property for a distance of 1936.80 feet; thence run south 89 degrees 59' 18" west for a distance of 2218.74 feet; thence run north 52 degrees 32' 16" west for a distance of 521.34 feet; thence run south 37 degrees 28' 01" west for a distance of 373.47 feet; thence run north 00 degrees 09' 08" west for a distance of 240.27 feet to the Point of Beginning.

CONTAINING 178.725 ACRES MORE OR LESS.

SHOPPING CENTER

All that portion of the Southeast 1/4 of Section 1, Township 23 South, Range 32 East, lying Northeasterly of State Road 520 in Orange County, Florida.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

TERRITORY SERVED

BANCROFT BOULEVARD PROPERTY

The row of lots, each approximately one-quarter acre in size, located on the west side of Bancroft Boulevard in Sections 2 and 11, Township 23 South, Range 32 East, between the north line of the southeast quarter section of Section 2, Township 23 South, Range 32 East, and the north boundary line of the Florida Power and Light 160 foot power line easement in Section 11, Township 23 South, Range 32 East; being generally described as the east 178 feet of the north 4637 feet of Section 11; and more particularly described as follows:

Begin at the east quarter corner of Section 2, Township 23 South, Range 32 East; thence run south 00°02'32" east along the east line of southeast quarter of Section 2, for a distance of 2642.05 feet to the northeast corner of Section 11, Township 23 South, Range 32 East; thence run south 00°20'03" east along the east line of the northeast quarter of Section 11 for a distance of 2678.71 feet; thence run south 00°24'40" west along the east line of the southeast quarter of Section 11 for a distance of 1958.18 feet, thence run north 52°32'16" west for a distance of 156.62 feet; thence run north 00°24'40" east for a distance of 1822.68 feet; thence run north 00°20'03" west for a distance of 2677.83 feet to the south line of Section 2; thence run north 00°02'32" west for a distance of 2677.83 feet to the south line of Section 2; thence run north 00°02'32" west for a distance of 2642.10 feet to the north line of the southeast quarter section of Section 2; thence run north 89°48'20" east along said north line for a distance of 178 feet to the Point of Beginning.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

PLURIS WEDGEFIELD, LLC
WASTEWATER TARIFF

ORIGINAL SHEET NO. 4.0

MISCELLANEOUS

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" - PLURIS WEDGEFIELD, LLC
- 2.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with sewer service by the Company.
- 3.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with Customers shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 4.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement..
- 5.0 "POINT OF DELIVERY" - The point where the Company's pipes or meters are connected with pipes of the consumer.
- 6.0 "MAIN" - Shall refer to a pipe, conduit, or other facility used to convey sewer service from individual service lines or other mains.
- 7.0 "SERVICE LINES" - The pipes of the Company which are connected from the mains to point of collection.
- 8.0 "RATE SCHEDULE" - Refers to rates or charges for the particular classification of service.
- 9.0 "COMMISSION" - Refers to Florida Public Service Commission.
- 10.0 "CERTIFICATE" - Means the sewer certificate issued to the Company by the Commission.
- 11.0 "CUSTOMER" - Means any person, firm or corporation who has entered into an agreement to receive sewer service from the Company and who is liable for the payment of such sewer service.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

INDEX OF RULES AND REGULATIONS

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2.0	General Information	7.0
3.0	Signed Application Necessary	7.0
4.0	Applications by Agents	7.0
5.0	Withholding Service	7.0
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12.0	Protection of Company's Property	7.2
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15.0	Billing Periods	7.2
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18.0	Evidence of Consumption	7.3
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21.0	Unauthorized Connections - Sewer	7.4

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

RULE NUMBER

SHEET NUMBER

22.0	Adjustment of Bills	7.4
23.0	Customer Deposit	7.4
24.0	Filing of Contracts	7.5

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders sewage service.

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

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

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

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

- 4.0 APPLICATIONS BY AGENTS - Applications for sewer service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When sewer service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such sewer service by the principal shall continue full and complete ratification by the principal of the agreement or agreements entered into and between the agent and the Company and under which such sewer service is rendered.

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

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

(Continued on Sheet No. 7.1)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

(Continued from Sheet 7.0)

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 LIMITATION OF USE - Sewer service purchased from the Company shall be used by the Customer only for the purposes specified in the application for sewer service. Sewer service furnished to the customer shall not sell or otherwise dispose of such sewer service supplied by the Company. Water service furnished to the Customer shall be for the consumer's into the Company's main sewer lines. 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 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
- 8.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous sewer service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous sewer service. The Company shall not be liable for any act of omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control. If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.
- 9.0 TYPE AND MAINTENANCE - The Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the sewer service. The Company reserves the right to discontinue or withhold sewer service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

(Continued on Sheet 7.2)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

(Continued from Sheet 7.1)

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's sewer 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 sewer service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

The Company reserves the right to inspect the Customer's installation prior to rendering sewer service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

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

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

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

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

15.0 BILLING PERIODS - Bills for sewer service will be rendered Monthly, as stated in the rate schedule and shall become due when rendered and be considered as received by the Customer when delivered or mailed to the sewer service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

(Continued on Sheet 7.3)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

(Continued from Sheet 7.2)

16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented a five (5) day written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the Customer. There shall be no liability of any kind against the Company for the discontinuance of water service to a Customer for that Customer's failure to pay the bills on time.

No partial payment of any bill rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both sewer and water service are provided by the Company, payment of any sewer 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. If the charges for sewer service are not so paid, the company may discontinue both sewer service and water service to the consumer's premises for nonpayment of the sewer service charges of if the charges for water service are not paid the Company may discontinue both water service and sewer service to the Consumer's premises for nonpayment of the water service charge. The Company shall not reestablish or reconnect sewer service or water service or either of such services until such time as all sewer service and water service charges and all other expenses or charges established or provided for by these Rules and Regulations.

18.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the premises shall constitute to the initiation, continuation, or resumption of sanitary sewer service to the premises, regardless of occupancy.

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

This charge must be approved by the Commission before being incorporated in the customer's bills.

(Continued on Sheet 7.4)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

(Continued from Sheet 7.3)

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

For the convenience of its customer's the Company will accept telephone orders to discontinue or transfer sewer service and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

21.0 UNAUTHORIZED CONNECTIONS - SEWER - Connections to the Company's sewer system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the Customer's sewer service shall be subject to immediate discontinuance without notice. Sewer service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by any reason of such unauthorized connection.

22.0 ADJUSTMENT OF BILLS - When a Customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, or, if sewer service is measured by water consumption, a meter error is determined , the amount may be credited or billed to the customer, as the case may be.

23.0 CUSTOMER DEPOSIT - Before rendering service, the Company may require a deposit or guarantee satisfactory to the company to secure the payment of bills, and the company shall give the customer's a non-negotiable and non-transferable deposit receipt. The amount of initial deposit shall be the following:

Residential \$20.00

All other classes (according to water meter size):

3/4" x 5/8"	\$60.00
1"	\$
1 1/2"	\$
2"	\$

(Continued on Sheet 7.5)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

(Continued from Sheet 7.5)

After a customer's bill service has been disconnected due to non-payment of bill, before service will be resumed, company may increase the deposit to two (2) times the average monthly bill for that class of customer and meter size.

The Company will pay interest on the customer's deposit at the rate of 6% per annum. The payment of interest will be paid once a year as a credit on regular bills, and on final bills when service is disconnected. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then interest will be paid from the date of the commence of service.

The company will pay or credit accrued interest to the customer's account during the month of June each year.

Upon final settlement of the customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the company of the applicable deposit receipt or, when the receipt cannot be produced, upon adequate information.

Notwithstanding the above, the Company may hold the deposit of a non residential customer after a continuous service period of 23 months and shall pay interest on such non residential customer's deposit at a rate of 7%annum upon the retainment if such deposit.

- 24.0 The Company shall file with the Commission copies of all Guaranteed Revenue contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

INDEX OF RATE SCHEDULES

General Service, GS	9.0
Residential Service, RS	10.0
Held for Future Use	11.0

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

GENERAL SERVICE GS
RATE SCHEDULE

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - To any customer 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.

RATES - Monthly

<u>Meter Size</u>	<u>Base Facility</u> <u>Charges</u>
5/8" x 3/4"	\$ 20.72
3/4"	31.11
1"	51.85
1-1/2"	103.67
2"	165.89
3"	331.77
4"	519.21
6"	829.42

Gallorage Charge per 1,000 Gallons \$4.51

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

EFFECTIVE DATE - For services rendered on and after August 30, 2007

TYPE OF FILING - Transfer

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

RESIDENTIAL SERVICE
RATE SCHEDULE RS

- 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.

RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$20.72
3/4"	20.72
1"	20.72
1 1/2"	20.72
2"	20.72

Gallonge Charge per 1,000 Gallons
(maximum charge @ 10,000 gallons) \$3.76

MINIMUM CHARGE - \$20.72

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

EFFECTIVE DATE - For services rendered on and after August 30, 2007

TYPE OF FILING - Transfer

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

PLURIS WEDGEFIELD, LLC
WASTEWATER TARIFF

ORIGINAL SHEET NO. 11.0

HELD FOR FUTURE USE

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
ACKNOWLEDGMENT OF SEWER SERVICE	13.0
COPY OF CUSTOMER'S BILL	14.0

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

PLURIS WEDGEFIELD, LLC
WASTEWATER TARIFF

ORIGINAL SHEET NO. 13.0

ACKNOWLEDGMENT OF SEWER SERVICE

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

PLURIS WEDGEFIELD, LLC
WASTEWATER TARIFF

ORIGINAL SHEET NO. 14.0

COPY OF CUSTOMER'S BILL

(Cut and Paste)

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

INDEX OF SERVICE AVAILABILITY

SERVICE AVAILABILITY POLICY	16.0
SCHEDULE OF FEES AND CHARGES	17.0

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

SERVICE AVAILABILITY POLICY

The utility service to a developing residential community, and its customers are primarily single family homes with country club facilities. Distribution facilities are in place for expansion to build out. No facilities have been contributed, nor is any contributed property anticipated. In addition no developer agreements are in existence and none are anticipated.

The utility charges a system capacity charge which includes placement of the sewer lateral.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

SCHEDULE OF FEES AND CHARGES

WASTEWATER

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NO.</u>
System Capacity Charge		
Residential - per ERC (300 GPD)	\$ 2,250.00	16.0
All others - per gallon	7.50	
Customer Connection (Tap-in) Charge	(1)	16.0
All sizes		

(1) Included in System capacity charge.

MAURICE W. GALLARDA
ISSUING OFFICER

MANAGER
TITLE

WATER TARIFF

PLURIS WEDGEFIELD, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

PLURIS WEDGEFIELD, LLC
WATER TARIFF

ORIGINAL SHEET NO. 1.0

WATER TARIFF

PLURIS WEDGEFIELD, LLC
NAME OF COMPANY

26000 COMMERCENTRE DRIVE

LAKE FOREST, CA 92630
(ADDRESS OF COMPANY)

949-454-7104
(Business Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

Table of Contents

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Miscellaneous	4.0
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Rules and Regulations	7.0 - 7.7
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Rate Schedules	9.0 - 11.0
Index of Standard Forms	12.0
Standard Forms	13.0 - 14.0
Index of Service Availability	15.0
Service Availability	15.0 - 17.0
Contracts and Agreements	There are no contracts at the date of original issue or (Submit Contracts)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

TERRITORY SERVED

PER ORDER NO. 12315

Township 23 South, Range 32 East
Orange County, Florida

Section 1

The SW 1/4 of said Section 1 and the SE 1/4 of said Section 1 less and except that portion lying NE of SR 520.

Section 12

The North 1/2 of said Section 12.

THE COMMONS

ALL THAT TRACT OR PARCEL OF LAND LYING IN A PORTION OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 23 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF DALLAS BOULEVARD, AS SHOWN ON CAPE/ORLANDO ESTATES UNIT, 12A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGES 66 THROUGH 70, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND HAVING A RIGHT-OF-WAY WIDTH OF 106 FEET; AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MEREDITH PARKWAY, AS SHOWN ON CAPE/ORLANDO ESTATES, UNIT 31A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 110 AND 111, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, HAVING A RIGHT-OF-WAY LINE A WIDTH OF 106 FEET; THENCE S 89°59'38" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 5037.42 FEET TO THE WESTERLY LINE OF ROCKET CITY, UNIT 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Z, PAGES 71 THROUGH 73, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S 00°19'51" E ALONG SAID WESTERLY LINE A DISTANCE OF 1936.80 FEET; THENCE S 89°59'18" W A DISTANCE OF 521.34 FEET; THENCE S 37°28'01" W A DISTANCE OF 373.47 FEET TO THE NORTHEASTERLY LINE OF SAID CAPE/ORLANDO ESTATES, UNIT 12A, SAID NORTHEASTERLY LINE BEING COINCIDENT WITH THE SOUTHWESTERLY LINE OF A 160 FOOT WIDE, FLORIDA POWER & LIGHT COMPANY EASEMENT; THENCE IN 52°32'15" W ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 2756.82 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF DALLAS BOULEVARD; THENCE N 00°09'08" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 240.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.725 ACRES MORE OR LESS.

SHOPPING CENTER

All that portion of the Southeast 1/4 of Section 1, Township 23 South, Range 32 East, lying Northeasterly of State Road 520 in Orange County, Florida.

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

DESCRIPTION OF TERRITORY SERVED

BANCROFT BOULEVARD PROPERTY

The row of lots, each approximately one-quarter acre in size, located on the west side of Bancroft Boulevard in Sections 2 and 11, Township 23 South, Range 32 East, between the north line of the southeast quarter section of Section 2, Township 23 South, Range 32 East, and the north boundary line of the Florida Power and Light 160 foot power line easement in Section 11, Township 23 South, Range 32 East; being generally described as the east 178 feet of the southeast quarter of Section 2 plus the east 178 feet of the north 4637 feet of Section 11; and more particularly described as follows:

Begin at the east quarter corner of Section 2, Township 23 South, Range 32 East; thence run south 00°02'32" east along the east line of the southeast quarter of Section 2 for a distance of 2642.05 feet to the northeast corner of Section 11, Township 23 South, Range 32 East; thence run south 00°20'03" east along the east line of the northeast quarter of Section 11 for a distance of 2678.71 feet; thence run south 00°24'40" west along the east line of the southeast quarter of Section 11 for a distance of 1958.18 feet; thence run north 52°32'16" west for a distance of 156.62 feet; thence run north 00°24'40" east for a distance of 1822.68 feet; thence run north 00°20'03" west for a distance of 2677.83 feet to the south line of Section 2; thence run north 00°02'32" west for a distance of 2642.10 feet to the north line of the southeast quarter section of Section 2; thence run north 89°48'20" east along said north line for a distance of 178 feet to the Point of Beginning.

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

WEDGEFIELD UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 4.0

MISCELLANEOUS

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" - PLURIS WEDGEFIELD, LLC
- 2.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency, or similar organization supplied with water service by the Company.
- 3.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 4.0 "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 disposing sewage located on the customer's side of the "Point of Collection" whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 5.0 "POINT OF DELIVERY" - The point where the Company's pipes or meters are connected with pipes of the customer.
- 6.0 "MAIN" - Shall refer to pipe, conduit, or other facility installed to convey water service from individual service lines or other mains.
- 7.0 "SERVICE LINES" - The pipes of the company which are connected from the mains to point of collection.
- 8.0 "RATE SCHEDULE" - Refers to rates or charges for the particular classification of service.
- 9.0 "COMMISSION" - Refers to Florida Public Service Commission.
- 10.0 "CERTIFICATE" - Means the certificate issued to the company by the Commission.
- 11.0 "CUSTOMER" - Means the 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 such water service.

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RULES AND REGULATIONS

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4.0	Applications by Agents	7.0
5.0	Withholding Service	7.1
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Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

<u>RULE NUMBER</u>	<u>SHEET NUMBER</u>
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Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

RULES AND REGULATIONS

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

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

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

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

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

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

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall continue full and complete ratification by the principal of the agreement or agreements entered into and between the agent and the Company and under which such water service is rendered.

(Continued on Sheet No. 7.1)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.0)

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

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

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

7.0 LIMITATION OF USE - water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the Company. Water service furnished to the customer shall be rendered directly to the Customer through the Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any individual, association or corporation install meters for the purpose of so remetering and water service. In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property 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.

8.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service. The Company shall not be liable for any act of omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control. If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

(Continued on Sheet No. 7.2)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.1)

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

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

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

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

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

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

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

(Continued on Sheet No. 7.3)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.2)

- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 15.0 BILLING PERIODS - Bills for water service will be rendered Monthly, as stated in the rate schedule and shall become due when rendered and be considered as received by the Customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented a five (5) day written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the Customer. There shall be no liability of any kind against the Company for the discontinuance of water service to a Customer for that Customer's failure to pay the bills on time.
- No partial payment of any bill rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.
- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any 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. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service until such time as all water and wastewater service bills and charges are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bill to its customers in such Municipality or County.

This charge must be approved by the Commission before being incorporated in the customer's bills.

(Continued on Sheet No. 7.4)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.3)

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

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

20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by any reason of such unauthorized connection.

21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also to provide adequate and proper space for the installation of the meter and other similar devices.

22.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall so be 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.

23.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading the meter, incorrect connection of the meter, or similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.262, Florida Administrative Code.

(Continued on Sheet No. 7.5)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.4)

24.0 CUSTOMER DEPOSIT - Before rendering service, the Company may require a deposit or guarantee satisfactory to the company to secure the payment of bills, and the company shall give the customer's a non-negotiable and non-transferable deposit receipt. The amount of initial deposit shall be the following, according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$20.00	\$60.00

After a customer's bill service has been disconnected due to non-payment of bill, before service will be resumed, company may increase the deposit to two (2) times the average monthly bill for that class of customer and meter size.

The Company will pay interest on the customer's deposit at the rate of 6% per annum. The payment of interest will be paid once a year as a credit on regular bills, and on final bills when service is disconnected. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then interest will be paid from the date of the commencement of service.

The company will pay or credit accrued interest to the customer's account during the month of June each year.

Upon final settlement of the customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the company of the applicable deposit receipt or, when the receipt cannot be produced, upon adequate information.

Notwithstanding the above, the Company may hold the deposit of a non residential customer after a continuous service period of 23 months and shall pay interest on such non residential customer's deposit at a rate of 7% annum upon the retainment if such deposit.

25.0 REQUEST FOR METER TEST BY CUSTOMER - Should any customer request a bench test of his water meter, the company will require a deposit to defray cost of testing; such deposit not to exceed the following schedule of fees:

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

If the meter is found to register in excess of the accuracy limits prescribed by the Commission, the depositor will be refunded; but if below such accuracy limit, the depositor will be retained by the Company as a service charge for conducting the test.

(Continued on Sheet No. 7.6)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.5)

Further, upon written request of any customer, the company shall, without charge, make a field test of the accuracy of the water meter in use at customer's premises provided that the meter has not been tested within the past six (6) months.

26.0 ADJUSTMENT OF BILLS FOR METER READER - In meter tests are made by the Commission or by the Company, the accuracy of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows.

FAST METERS - Whenever a meter test is found to register fast in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the utility shall refund the customer the amount billed in error for one half the period since the last test: said one-half period not to exceed six (6) months except that if it can be shown that the error was due to some cause, the date of which can be fixed. The overcharge shall be computed back to, but not beyond such date. The refund shall not include any part of any minimum charge.

METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within the accuracy limits set forth in the following table:

ACCURACY LIMITS IN PERCENT

METER SIZE	<u>Maximum Rate</u>	<u>Intermediate Rate</u>	<u>New</u>	<u>Repaired</u>
Displacement	95.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97-102	None	95-102	90-102
Compound*	97-103	97-103	95-103	90-103

The minimum required accuracy for compound meters at any rate within the *changeover* range of flows shall be 85%.

27.0 The Company shall file with the Commission copies of all Guaranteed Revenue contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.

(Continued on Sheet No. 7.7)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.6)

28.0 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 would be levied for service initiation at a location where service did not exist previously.

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

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

PREMISES VISIT CHARGE - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill. This charge will also be levied when a service representative visits a premises at a customer's request for complaint resolution or for other purposes and the problem is found to be the customer's responsibility.

LATE PAYMENT - This charge is levied when a customer's bill is not paid within twenty (20) days and is therefore delinquent.

Schedule of Miscellaneous Service Charges

	<u>Business Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ <u>21.00</u>	\$ <u>42.00</u>
Normal Reconnection Fee	\$ <u>21.00</u>	\$ <u>42.00</u>
Violation Reconnection Fee	\$ <u>21.00</u>	\$ <u>42.00</u>
Premises Visit Fee	\$ <u>21.00</u>	\$ <u>42.00</u>

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PRESIDENT
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INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
General Service, GS	9.0
Residential Service, RS	10.0
Held for Future Use	11.0

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

GENERAL & COMMERCIAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - To any customer 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.

RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charges</u>
5/8" x 3/4	\$ 23.15
3/4"	34.73
1"	57.88
1-1/2"	115.75
2"	185.20
3"	370.40
4"	578.75
6"	1,157.50

Gallonge Charge per 1,000 Gallons \$4.97

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 wastewater service, service may then be discontinued.

EFFECTIVE DATE - For services rendered on and after January 28, 2009.

TYPE OF FILING - Transfer

Maurice W. Gallarda
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TITLE

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.

RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$23.15
3/4"	34.73
1"	57.88
1 1/2"	115.75
2"	185.20
3"	370.40
4"	578.75
6"	1,157.50

Gallage Charge per 1,000 Gallons

0 - 5,000 Gallons	\$ 4.00
5,001 - 10,000 Gallons	\$ 5.00
Over 10,000 Gallons	\$ 8.01

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - For services rendered on and after January 28, 2009.

TYPE OF FILING - Transfer

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

IRRIGATION SERVICE

RATE SCHEDULE IS

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.

RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$23.15
3/4"	34.73
1"	57.88
1 1/2"	115.75
2"	185.20
3"	370.40
4"	578.75
6"	1,157.50

GALLONAGE CHARGES:

Residential Gallonage Charge
(per 1,000 gallons)

0 - 5,000 gallons	\$ 4.00
5,001 - 10,000 gallons	\$ 5.00
Over 10,000 gallons	\$ 8.01

General Service Gallonage Charge
(per 1,000 gallons)

All gallons	\$4.97
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MINIMUM CHARGE - Base facility charge

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

EFFECTIVE DATE - For services rendered on and after January 28, 2009

TYPE OF FILING - Transfer

Maurice W. Gallarda
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PRESIDENT
TITLE

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
ACKNOWLEDGMENT FOR WATER SERVICE	13.0
COPY OF CUSTOMER'S BILL	14.0

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

PLURIS WEDGEFIELD, LLC
WATER TARIFF

ORIGINAL SHEET NO. 13.0

ACKNOWLEDGMENT FOR WATER SERVICE

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

PLURIS WEDGEFIELD, LLC
WATER TARIFF

ORIGINAL SHEET NO. 14.0

COPY OF CUSTOMER'S BILL

(CUT AND PASTE)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF SERVICE AVAILABILITY

	<u>Sheet No.</u>
SERVICE AVAILABILITY POLICY	16.0
SCHEDULE OF FEES AND CHARGES	17.0

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY POLICY

The utility provides service to a developing residential community, and its customers are primarily single family homes with country club facilities. Distribution facilities are in place for expansion to build out. No facilities have been contributed, nor is any contributed property anticipated. In addition, no developer agreements are in existence and none are anticipated.

The utility charges a system capacity charge which include placement of the water service line.

Maurice W. Gallarda
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SCHEDULE OF FEES AND CHARGES

	<u>WATER</u>	
<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NO.</u>
System Capacity charge	\$ 640.00	16.0
Residential-per ERC (350 GPD)		
All others-per gallon	1.83	
Meter Installation Fee		16.0
5/8" x 3/4"	\$ 110.00	
1"	170.00	
Customer Connection (Tap-in) Charge	(1)	16.0
All Sizes		

(1) Included in System capacity Charge.

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

PLURIS WEDGEFIELD, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

PLURIS WEDGEFIELD, LLC
NAME OF COMPANY

26000 COMMERCENTRE DRIVE

LAKE FOREST, CA 92630
(ADDRESS OF COMPANY)

949-454-7104
(Business Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

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Miscellaneous	4.0
Technical Terms and Abbreviations	5.0
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Rules and Regulations	7.0 - 7.7
Index of Rate Schedules	8.0
Rate Schedules	9.0 - 11.0
Index of Standard Forms	12.0
Standard Forms	13.0 - 14.0
Index of Service Availability	15.0
Service Availability	15.0 - 17.0
Contracts and Agreements	There are no contracts at the date of original issue or (Submit Contracts)

Maurice W. Gallarda
ISSUING OFFICER

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TITLE

TERRITORY SERVED

PER ORDER NO. 12315

Township 23 South, Range 32 East
Orange County, Florida

Section 1

The SW 1/4 of said Section 1 and the SE 1/4 of said Section 1 less and except that portion lying NE of SR 520.

Section 12

The North 1/2 of said Section 12.

THE COMMONS

ALL THAT TRACT OR PARCEL OF LAND LYING IN A PORTION OF THE NORTH 1/2 OF SECTION 11. TOWNSHIP 23 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF DALLAS BOULEVARD, AS SHOWN ON CAPE/ORLANDO ESTATES UNIT, 12A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGES 66 THROUGH 70, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND HAVING A RIGHT-OF-WAY WIDTH OF 106 FEET; AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MEREDITH PARKWAY, AS SHOWN ON CAPE/ORLANDO ESTATES, UNIT 31A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 110 AND 111, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, HAVING A RIGHT-OF-WAY LINE A WIDTH OF 106 FEET; THENCE S 89°59'38" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 5037.42 FEET TO THE WESTERLY LINE OF ROCKET CITY, UNIT 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Z, PAGES 71 THROUGH 73, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S 00°19'51" E ALONG SAID WESTERLY LINE A DISTANCE OF 1936.80 FEET; THENCE S 89°59'18" W A DISTANCE OF 521.34 FEET; THENCE S 37°28'01" W A DISTANCE OF 373.47 FEET TO THE NORTHEASTERLY LINE OF SAID CAPE/ORLANDO ESTATES, UNIT 12A, SAID NORTHEASTERLY LINE BEING COINCIDENT WITH THE SOUTHWESTERLY LINE OF A 160 FOOT WIDE, FLORIDA POWER & LIGHT COMPANY EASEMENT; THENCE IN 52°32'15" W ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 2756.82 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF DALLAS BOULEVARD; THENCE N 00°09'08" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 240.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.725 ACRES MORE OR LESS.

SHOPPING CENTER

All that portion of the Southeast 1/4 of Section 1, Township 23 South, Range 32 East, lying Northeasterly of State Road 520 in Orange County, Florida.

Maurice W. Gallarda
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PRESIDENT
TITLE

DESCRIPTION OF TERRITORY SERVED

BANCROFT BOULEVARD PROPERTY

The row of lots, each approximately one-quarter acre in size, located on the west side of Bancroft Boulevard in Sections 2 and 11, Township 23 South, Range 32 East, between the north line of the southeast quarter section of Section 2, Township 23 South, Range 32 East, and the north boundary line of the Florida Power and Light 160 foot power line easement in Section 11, Township 23 South, Range 32 East; being generally described as the east 178 feet of the southeast quarter of Section 2 plus the east 178 feet of the north 4637 feet of Section 11; and more particularly described as follows:

Begin at the east quarter corner of Section 2, Township 23 South, Range 32 East; thence run south 00°02'32" east along the east line of the southeast quarter of Section 2 for a distance of 2642.05 feet to the northeast corner of Section 11, Township 23 South, Range 32 East; thence run south 00°20'03" east along the east line of the northeast quarter of Section 11 for a distance of 2678.71 feet; thence run south 00°24'40" west along the east line of the southeast quarter of Section 11 for a distance of 1958.18 feet; thence run north 52°32'16" west for a distance of 156.62 feet; thence run north 00°24'40" east for a distance of 1822.68 feet; thence run north 00°20'03" west for a distance of 2677.83 feet to the south line of Section 2; thence run north 00°02'32" west for a distance of 2642.10 feet to the north line of the southeast quarter section of Section 2; thence run north 89°48'20" east along said north line for a distance of 178 feet to the Point of Beginning.

Maurice W. Gallarda
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WEDGEFIELD UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 4.0

MISCELLANEOUS

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" - PLURIS WEDGEFIELD, LLC
- 2.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency, or similar organization supplied with water service by the Company.
- 3.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 4.0 "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 disposing sewage located on the customer's side of the "Point of Collection" whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 5.0 "POINT OF DELIVERY" - The point where the Company's pipes or meters are connected with pipes of the customer.
- 6.0 "MAIN" - Shall refer to pipe, conduit, or other facility installed to convey water service from individual service lines or other mains.
- 7.0 "SERVICE LINES" - The pipes of the company which are connected from the mains to point of collection.
- 8.0 "RATE SCHEDULE" - Refers to rates or charges for the particular classification of service.
- 9.0 "COMMISSION" - Refers to Florida Public Service Commission.
- 10.0 "CERTIFICATE" - Means the certificate issued to the company by the Commission.
- 11.0 "CUSTOMER" - Means the 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 such water service.

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INDEX OF RULES AND REGULATIONS

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Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

<u>RULE NUMBER</u>	<u>SHEET NUMBER</u>
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28.0 Miscellaneous Service Charges	7.7

Maurice W. Gallarda
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PRESIDENT
TITLE

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules, applications, and contracts of the Company and in the absence of specific written agreement to the contrary, apply without modification or change to each and every customer to whom the Company renders sewage service.

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

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

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

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

- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall continue full and complete ratification by the principal of the agreement or agreements entered into and between the agent and the Company and under which such water service is rendered.

(Continued on Sheet No. 7.1)

Maurice W. Gallarda
ISSUING OFFICER

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TITLE

(Continued from Sheet No. 7.0)

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

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

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

7.0 LIMITATION OF USE - water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the Company. Water service furnished to the customer shall be rendered directly to the Customer through the Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any individual, association or corporation install meters for the purpose of so remetering and water service. In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property 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.

8.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service. The Company shall not be liable for any act of omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control. If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

(Continued on Sheet No. 7.2)

Maurice W. Gallarda
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TITLE

(Continued from Sheet No. 7.1)

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

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

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

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

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

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

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

(Continued on Sheet No. 7.3)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.2)

- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 15.0 BILLING PERIODS - Bills for water service will be rendered Monthly, as stated in the rate schedule and shall become due when rendered and be considered as received by the Customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented a five (5) day written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the Customer. There shall be no liability of any kind against the Company for the discontinuance of water service to a Customer for that Customer's failure to pay the bills on time.
- No partial payment of any bill rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.
- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any 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. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service until such time as all water and wastewater service bills and charges are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bill to its customers in such Municipality or County.

This charge must be approved by the Commission before being incorporated in the customer's bills.

(Continued on Sheet No. 7.4)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.3)

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

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

20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by any reason of such unauthorized connection.

21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also to provide adequate and proper space for the installation of the meter and other similar devices.

22.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall so be 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.

23.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading the meter, incorrect connection of the meter, or similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.262, Florida Administrative Code.

(Continued on Sheet No. 7.5)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.4)

24.0 CUSTOMER DEPOSIT - Before rendering service, the Company may require a deposit or guarantee satisfactory to the company to secure the payment of bills, and the company shall give the customer's a non-negotiable and non-transferable deposit receipt. The amount of initial deposit shall be the following, according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$20.00	\$60.00

After a customer's bill service has been disconnected due to non-payment of bill, before service will be resumed, company may increase the deposit to two (2) times the average monthly bill for that class of customer and meter size.

The Company will pay interest on the customer's deposit at the rate of 6% per annum. The payment of interest will be paid once a year as a credit on regular bills, and on final bills when service is disconnected. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then interest will be paid from the date of the commencement of service.

The company will pay or credit accrued interest to the customer's account during the month of June each year.

Upon final settlement of the customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the company of the applicable deposit receipt or, when the receipt cannot be produced, upon adequate information.

Notwithstanding the above, the Company may hold the deposit of a non residential customer after a continuous service period of 23 months and shall pay interest on such non residential customer's deposit at a rate of 7% annum upon the retainment if such deposit.

25.0 REQUEST FOR METER TEST BY CUSTOMER - Should any customer request a bench test of his water meter, the company will require a deposit to defray cost of testing; such deposit not to exceed the following schedule of fees:

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

If the meter is found to register in excess of the accuracy limits prescribed by the Commission, the depositor will be refunded; but if below such accuracy limit, the depositor will be retained by the Company as a service charge for conducting the test.

(Continued on Sheet No. 7.6)

Maurice W. Gallarda
 ISSUING OFFICER

PRESIDENT
 TITLE

(Continued from Sheet No. 7.5)

Further, upon written request of any customer, the company shall, without charge, make a field test of the accuracy of the water meter in use at customer's premises provided that the meter has not been tested within the past six (6) months.

26.0 ADJUSTMENT OF BILLS FOR METER READER - In meter tests are made by the Commission or by the Company, the accuracy of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows.

FAST METERS - Whenever a meter test is found to register fast in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the utility shall refund the customer the amount billed in error for one half the period since the last test: said one-half period not to exceed six (6) months except that if it can be shown that the error was due to some cause, the date of which can be fixed. The overcharge shall be computed back to, but not beyond such date. The refund shall not include any part of any minimum charge.

METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within the accuracy limits set forth in the following table:

ACCURACY LIMITS IN PERCENT

METER SIZE	<u>Maximum Rate</u>	<u>Intermediate Rate</u>	<u>New</u>	<u>Repaired</u>
Displacement	95.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97-102	None	95-102	90-102
Compound*	97-103	97-103	95-103	90-103

The minimum required accuracy for compound meters at any rate within the *changeover* range of flows shall be 85%.

27.0 The Company shall file with the Commission copies of all Guaranteed Revenue contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.

(Continued on Sheet No. 7.7)

Maurice W. Gallarda
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 TITLE

(Continued from Sheet No. 7.6)

28.0 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 would be levied for service initiation at a location where service did not exist previously.

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

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

PREMISES VISIT CHARGE - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill. This charge will also be levied when a service representative visits a premises at a customer's request for complaint resolution or for other purposes and the problem is found to be the customer's responsibility.

LATE PAYMENT - This charge is levied when a customer's bill is not paid within twenty (20) days and is therefore delinquent.

Schedule of Miscellaneous Service Charges

	<u>Business Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ <u>21.00</u>	\$ <u>42.00</u>
Normal Reconnection Fee	\$ <u>21.00</u>	\$ <u>42.00</u>
Violation Reconnection Fee	\$ <u>21.00</u>	\$ <u>42.00</u>
Premises Visit Fee	\$ <u>21.00</u>	\$ <u>42.00</u>

Maurice W. Gallarda
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PRESIDENT
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INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
General Service, GS	9.0
Residential Service, RS	10.0
Held for Future Use	11.0

Maurice W. Gallarda
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PRESIDENT
TITLE

GENERAL & COMMERCIAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - To any customer 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.

RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charges</u>
5/8" x 3/4"	\$ 23.15
3/4"	34.73
1"	57.88
1-1/2"	115.75
2"	185.20
3"	370.40
4"	578.75
6"	1,157.50

Gallonge Charge per 1,000 Gallons \$4.97

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 wastewater service, service may then be discontinued.

EFFECTIVE DATE - For services rendered on and after January 28, 2009.

TYPE OF FILING - Transfer

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

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.

RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$23.15
3/4"	34.73
1"	57.88
1 1/2"	115.75
2"	185.20
3"	370.40
4"	578.75
6"	1,157.50

<u>Gallonage Charge per 1,000 Gallons</u>	
0 - 5,000 Gallons	\$ 4.00
5,001 - 10,000 Gallons	\$ 5.00
Over 10,000 Gallons	\$ 8.01

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - For services rendered on and after January 28, 2009.

TYPE OF FILING - Transfer

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

IRRIGATION SERVICE

RATE SCHEDULE IS

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.

RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$23.15
3/4"	34.73
1"	57.88
1 1/2"	115.75
2"	185.20
3"	370.40
4"	578.75
6"	1,157.50

GALLONAGE CHARGES:

Residential Gallonage Charge
(per 1,000 gallons)

0 - 5,000 gallons	\$ 4.00
5,001 - 10,000 gallons	\$ 5.00
Over 10,000 gallons	\$ 8.01

General Service Gallonage Charge
(per 1,000 gallons)

All gallons	\$4.97
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MINIMUM CHARGE - Base facility charge

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

EFFECTIVE DATE - For services rendered on and after January 28, 2009

TYPE OF FILING - Transfer

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
ACKNOWLEDGMENT FOR WATER SERVICE	13.0
COPY OF CUSTOMER'S BILL	14.0

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

ACKNOWLEDGMENT FOR WATER SERVICE

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

PLURIS WEDGEFIELD, LLC
WATER TARIFF

ORIGINAL SHEET NO. 14.0

COPY OF CUSTOMER'S BILL

(CUT AND PASTE)

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF SERVICE AVAILABILITY

	<u>Sheet No.</u>
SERVICE AVAILABILITY POLICY	16.0
SCHEDULE OF FEES AND CHARGES	17.0

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY POLICY

The utility provides service to a developing residential community, and its customers are primarily single family homes with country club facilities. Distribution facilities are in place for expansion to build out. No facilities have been contributed, nor is any contributed property anticipated. In addition, no developer agreements are in existence and none are anticipated.

The utility charges a system capacity charge which include placement of the water service line.

Maurice W. Gallarda
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SCHEDULE OF FEES AND CHARGES

	<u>WATER</u>	
<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NO.</u>
System Capacity charge	\$ 640.00	16.0
Residential-per ERC (350 GPD)		
All others-per gallon	1.83	
Meter Installation Fee		16.0
5/8" x 3/4"	\$ 110.00	
1"	170.00	
Customer Connection (Tap-in) Charge	(1)	16.0
All Sizes		

(1) Included in System capacity Charge.

Maurice W. Gallarda
ISSUING OFFICER

PRESIDENT
TITLE

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF SEMINOLE

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared TRINA COLLINS, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for Wedgefield Utilities, Inc., and Pluris Wedgefield, LLC, and that on the 24th of April, 2009, she did send by U.S. Mail a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

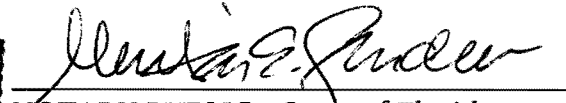
FURTHER AFFIANT SAYETH NAUGHT.



TRINA COLLINS

Sworn and subscribed to before me this 24 day of April, 2009, by Trina Collins, who is personally known to me or who has provided _____ as identification.





NOTARY PUBLIC - State of Florida
Print Name: _____
My Commission Expires: _____

EXHIBIT "E"

**NOTICE OF APPLICATION FOR TRANSFER UTILITY ASSETS
AND WATER AND WASTEWATER CERTIFICATES**

NOTICE IS HEREBY given on the 24th day of April, 2009, pursuant to Section 367.071, Florida Statutes, of the Application for Transfer of the Utility Assets of Wedgefield Utilities, Inc., and Certificate Nos. 404-W and 341-S to Pluris Wedgefield, LLC, providing water and wastewater service to the following described territory in Orange County, Florida:

All of Section 1, 2, 11 and 12, Township 23 South, Range 32 East, Orange County, Florida.

Any objections to the Application must be made in writing and filed with the Commission Clerk, Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than 30 days from the date of this Notice, with a copy to Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2180 W. State Road 434, Suite 2118, Longwood, Florida 32779. The objection must state the grounds for the objection with particularity.

WEDGEFIELD UTILITIES, INC.

**LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY
(VALID FOR 60 DAYS)
04/22/2009 - 06/20/2009**

UTILITY NAME

MANAGER

ORANGE COUNTY

AQUA UTILITIES FLORIDA, INC. (WU882)
2228 CAPITAL CIRCLE N.E., SUITE 2A
TALLAHASSEE, FL 32308-4306

TROY RENDELL
(850) 575-8500

EAST CENTRAL FLORIDA SERVICES, INC. (WU643)
4550 DEER PARK ROAD
ST. CLOUD, FL 34773

JAMES B. PAYNE
(407) 957-6651

OAK SPRINGS, LLC (WU875)
1886 CANOVA STREET S.
PALM BAY, FL 32909-2931

MICHAEL CAMPBELL
(321) 837-0565

UTILITIES, INC. OF FLORIDA (WU413)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN
(407) 869-1919

WEDGEFIELD UTILITIES, INC. (WS759)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN
(407) 869-1919

**LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY
(VALID FOR 60 DAYS)
04/22/2009 - 06/20/2009**

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, ORANGE COUNTY
P. O. BOX 38
ORLANDO, FL 32802-0038

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

EAST CENTRAL FLORIDA PLANNING COUNCIL
631 NORTH WYMORE ROAD, SUITE 100
MAITLAND, FL 32751

MAYOR, CITY OF APOPKA
P. O. DRAWER 1229
APOPKA, FL 32704-1229

MAYOR, CITY OF BAY LAKE
P. O. BOX 22066
BAY LAKE, FL 32830-2066

MAYOR, CITY OF BELLE ISLE
1600 NELA AVENUE
BELLE ISLE, FL 32809-6199

MAYOR, CITY OF EDGEWOOD
405 LA RUE AVENUE
EDGEWOOD, FL 32809-3406

MAYOR, CITY OF LAKE BUENA VISTA
P. O. BOX 22035
LAKE BUENA VISTA, FL 32830-2035

MAYOR, CITY OF MAITLAND
1776 INDEPENDENCE LANE
MAITLAND, FL 32751-5639

MAYOR, CITY OF OCOEE
150 NORTH LAKESHORE DRIVE
OCOEE, FL 34761-2258

MAYOR, CITY OF ORLANDO
400 SOUTH ORANGE AVENUE
ORLANDO, FL 32801-3302

**LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY
(VALID FOR 60 DAYS)
04/22/2009 - 06/20/2009**

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

MAYOR, CITY OF WINTER GARDEN
251 WEST PLANT STREET
WINTER GARDEN, FL 34787-3099

MAYOR, CITY OF WINTER PARK
401 SOUTH PARK AVENUE
WINTER PARK, FL 32789-4319

MAYOR, TOWN OF EATONVILLE
P. O. BOX 2163
EATONVILLE, FL 32751-1999

MAYOR, TOWN OF OAKLAND
P. O. BOX 98
OAKLAND, FL 34760-0098

MAYOR, TOWN OF WINDERMERE
P. O. DRAWER 669
WINDERMERE, FL 34786-0669

SO. FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
WEST PALM BEACH, FL 33416-4680

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

**LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY
(VALID FOR 60 DAYS)
04/22/2009 - 06/20/2009**

UTILITY NAME

MANAGER

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

OFFICE OF COMMISSION CLERK
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

EXHIBIT "F"

WILL BE LATE FILED

(Affidavit of Notice given to Customers)

EXHIBIT "G"

WILL BE LATE FILED

(Affidavit of Publication)