

Energy Tax Solutions, Inc.

1310 Wallwood Drive, Brandon, FL 33510 • Phone (813) 684-5277 Fax (813) 684-5327
ETS@Tampabay.rr.com

RECEIVED-FPSC
09 MAY 29 AM 9:10
COMMISSION
CLERK

May 27, 2009

Ms. Ann Cole
Office of Commission Clerk
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

Re: Staff Data Request - Docket No. 090080-GU
Paradise Lakes, Inc.

Dear Ms. Cole:

The information provided herein is in response to the Public Service Commission (PSC) Staff Data Request dated May 11, 2009. The original and five copies of the requested information are included.

Data Request #1: *Please provide evidence that TECO Peoples Gas (PGS) admitted it wrongly reclassified Paradise Lakes, Inc's. service from commercial to residential rates.*

Response: In replying to the Paradise Lake's complaint, PGS sent a response letter to the PSC dated July 8, 2008 – **See Exh. 1.** In the last two sentences of paragraph "A." of this letter, PGS states the following: "*Peoples identified this customer as a residential customer after review of the account in 2005. In addition, their annual report identified the customer name as Paradise Lakes Condominium Association, Inc. as filed with the Florida Department of State.*"

In stating this, PGS is admitting that they wrongly reclassified the Paradise Lakes, Inc's service from commercial to residential. The simple fact is they looked up the wrong annual report in 2005, misidentified the customer as a condominium, and reclassified their rate from commercial to residential in error as a result.

As pointed out in customer's rebuttal emailed July 31, 2008 to Shonna McCray of the PSC, the "Paradise Lakes Condominium Association, Inc." is not the Paradise Lakes, Inc. The Paradise Lakes Condominium Association is a separate and distinct legal entity comprised of unit owners of a condominium located within the resort. It has nothing whatsoever to do with the ownership or operation of the Paradise Lakes, Inc. There are also several other condominium associations located within the resort. However, the Paradise Lakes, Inc. is not a condo association. It is organized as a Florida "for profit" corporation and has filed an annual report since 1980.

Furthermore, the first sentence of paragraph "B." of the PGS response letter referenced above states the following: "*The Customer changed its name in October 2007 to PLR (Paradise Lakes Resort) Management, LLC, at which time the new account was established as GS-2.*"

CCM _____
BOS _____
GCL _____
TWC _____
PLR _____
SNC _____
SCA _____
ADM _____
CLK _____

DOCUMENT NUMBER-DATE

05320 MAY 29 08

FPSC-COMMISSION CLERK

However, the fact is that the Paradise Lakes, Inc. did not change its name to PLR Management, LLC in October 2007 as PGS claims. In July 2007, the Paradise Lakes, Inc. actually sold the assets of the resort to a Mr. John Forier (Purchaser) who, in turn, formed the Paradise Lakes Resort, LLC (FEI No. 26-0500058). The new owner also formed a new management company at the same time named PLR Management, LLC (FEI No. 26-0492739) to handle the management functions of the Paradise Lakes Resort, LLC. The new PGS account was set up under the name of PLR Management, LLC in October 2007. The Paradise Lakes, Inc. gas account with PGS was subsequently closed.

The new PGS account for PLR Management was established as commercial GS-2 even though the gas serving the resort was being used exactly the same as when Paradise Lakes, Inc. owned and operated the resort. By establishing the new account as commercial with the understanding the gas serving the facility was being used the same as the predecessor owner, again PGS effectively acknowledged that they wrongly reclassified the Paradise Lakes, Inc. rate from commercial to residential.

Data Request #2: *Please provide evidence that the difference between Paradise lakes, Inc. and PLR Management, LLC is new ownership, not new services.*

Response: The simple fact that PGS was required to establish a new account (i.e., #16832610) for PLR Management and the former account of the Paradise Lakes, Inc. (#09677048) was closed is evidence that the change was not due to new services. Additional information provided below supports this fact.

Data Request #2a: *Describe how the change in ownership was accomplished...*

Response: The resort assets were previously owned by the Paradise Lakes, Inc., Tres Amigos, Inc., and the Cabana Club at Paradise Lakes, LLC. The majority of the resort assets sold were owned by the Paradise Lakes, Inc., including those using natural gas. The assets were sold to the Paradise Lakes Resort, LLC, Cabana at Paradise, LLC, and Paradise Lakes Resort Realty, LLC based on the Asset Purchase Agreement executed with Purchaser dated July 3, 2007 and the Closing Statement dated July 18, 2007. Select pages of the Asset Purchase Agreement and Closing Statement are included – **See Exh. 2a.**

Data Request #2b: *Please provide documentation for all the facilities provided within Paradise Lakes, Inc. that use natural gas.*

Response: The resort facilities listed below use natural gas and are identified in the enclosed map by location number – **See Exh. 2b.** PGS should have records confirming this data.

7. Hemingway's Restaurant
8. 72' Conversation Pool
21. Mail Pool
23. Water Volleyball Pool

- 26. Hot Tub
- 37. Pool
- 38. Hot Tub

Data Request #2c and 2d: *Are these facilities open to the general public, or only to members? If the facilities are available to the general public, please provide documentation demonstrating this.*

Response: Membership in the Paradise Lakes Resort is offered to the general public at large to adults over 18 years of age. Membership is not limited to only those residing in the resort community's various condominium associations. Anyone can join and become a member. Several membership programs are offered ranging from daily entrance fees to a variety of long-term options. All membership levels entitle individuals to utilize the various resort amenities and services, including the restaurant, pools, and hot tubs that use natural gas.

Enclosed is a copy of the current membership rates - **See Exh. 2c.** Although these rates may differ somewhat from that previously charged by the Paradise Lakes, Inc., they demonstrate the same type of memberships previously offered.

Data Request #3: *Please explain who Brian Davidson is representing and his client's connection to the current owners of Paradise Lakes, Inc. and PLR Management, LLC. Please explain if the previous entity still exists, and what its relationship is to the new management? When the ownership changed, did the management staff change also?*

Response: Brian Davidson is the authorized representative for the Paradise Lakes, Inc. – **See Exh. 3.** The Paradise Lakes, Inc. is still organized as a Florida for profit corporation and ownership remains the same. However, it has no active business operations. There is no relationship or connection between the owners of the Paradise Lakes, Inc. and the owners of the PLR Management, LLC. When ownership changed, the management staff of the Paradise Lakes, Inc. terminated. However, it is understood that most staff personnel were retained and hired by the new PLR Management, LLC and/or Paradise Lakes Resort, LLC.

Data Request #4: *If a retroactive refund is issued, to whom would PGS pay this refund?*

Response: The Paradise Lakes, Inc. was the customer over billed by PGS in error. They were the legal entity liable for payment of the bills for the period of time in question. Ownership of this company has not changed. As such, a retroactive refund should be issued to the Paradise Lakes, Inc. (unless Peoples Gas receives an authorized notice assigning the rights to this refund to a different legal entity).

Data Request #5: *Please provide copies of bills sent to Paradise Lakes, Inc. and Paradise Lakes Resort Management, LLC showing services under the commercial rate prior to the change to residential service under the residential rate and service subsequent to the change back to commercial rates.*

Florida Public Service Commission
May 27, 2009

Response: To clarify, there never was a change back to commercial rates. The PGS account of the Paradise Lakes, Inc. was closed and a new account was opened for PLR Management, LLC under the commercial GS-2 rate.

Enclosed is a sample copy of a bill for PLR Management, LLC dated 1/10/08 indicating that their account was and still is billed under the commercial GS-2 rate - **See Exh. 5(a)**. Also enclosed are Paradise Lakes, Inc. sample billing statements dated 08/09/07 and 07/08/05. The statement dated 08/09/07 shows customer was billed the higher residential rate (i.e., Condominium RESA) after PGS changed their billing rate in error - **See Exh. 5(b)**. The statement dated 07/08/05 shows customer was previously billed the commercial GS-2 rate - **See Exh. 5(c)**.

Please advise of any questions regarding the information provided herein or if additional documentation is required to substantiate customer's claim for a retroactive refund.

Respectfully yours,



Brian G. Davidson
Authorized Representative –
Paradise Lakes, Inc.

Cc: J. Lettelleir w/o attachments

Exh. 1

July 8, 2008

Florida Public Service Commission
 2540 Shumard Oak Blvd.
 Tallahassee, FL 32399

Re: Paradise Lakes, Inc.
 Inquiry No.: 783169G

Customer indicates that Paradise Lakes, Inc., should be credited a refund for the difference in the Residential Rate versus the General Service 2 Rate for the period August 2005 through October 2007.

Response

A. Cause of the Problem

Peoples Gas notified Paradise Lakes in July 2005 that its account would be switched from the commercial rate (General Service 2) to the residential rate in August 2005. This change occurred to comply with Florida Public Service Commission Order 19365 (the terms of which were incorporated in Peoples' tariff after entry of the order) which requires commonly owned areas of condominiums, homeowners associations and cooperative apartments to be on the residential rate if certain criteria are met. Peoples identified this customer as a residential customer after review of the account in 2005. In addition, their annual report identified the customer name as Paradise Lakes Condominium Association, Inc. as filed with the Florida Department of State.

B. Actions Taken to Resolve the Customer's Complaint

The Customer changed its name in October 2007 to PLR (Paradise Lakes Resort) Management, LLC., at which time the new account was established as GS-2. Until the filing of the complaint, in June 2008, the Customer had not contacted Peoples regarding a refund in the difference of rates from August 2005 to October 2007. Peoples tariff states that "if reclassification to another schedule is appropriate such classification will be prospective".

C. The Company's proposed resolution to the Complaint.

Peoples is abiding by the PSC approved tariff.

D. Answers to any questions raised by staff in the complaint.

No questions have been raised by staff.

E. Confirmation that the company has made direct contact with the customer.

Peoples will forward a copy of this response to t

Exh. 1

Exh 2a (2 of 8)

not class, \$18,700.00 shall be due within 90 days of execution of this Agreement and shall bear interest at the rate of eight (8) percent per annum.

(c) The assumption of the indebtedness attributable to the Seller's Assets.

(d) The execution and delivery of a note in the amount of \$500,000.00 from the Purchaser to the Seller accruing interest at the rate of eight percent (8%) per annum with all principal together with accrued interest fully due and payable exactly ninety (90) days or sooner from the date of the note and secured by the performance mortgage described in paragraph 6 (f).

(c) The balance is payable in collected wired U. S. funds at the closing.

(f) The Purchase Price shall be allocated among the Seller based upon values calculated by Seller's accountants, including the allocation between land, personal property and good will.

(g) Purchaser will pay all documentary stamps required on the transfer of any real property. Seller shall deliver a title insurance commitment with legible copies of all exceptions and final policy to the Purchaser, at Seller's expense, issued by a nationally recognized title insurance underwriter through its agent Johnson, Pope, Bokor, Ruppel & Burns, L.L.P chosen by the Seller.

3. Assumption of Liabilities.

The Purchaser shall assume the indebtedness attributable to the Seller's Assets and execute such other and further documents as is necessary or required to assume such indebtedness and shall hold the Seller and each of Seller's Principal Shareholder harmless therefore.

4. Representations, Warranties and Covenants of Seller and Principal Shareholder.

Seller makes no representations or warranties, either express or implied as to merchantability or fitness for any particular purpose and the Purchaser agrees to accept the Seller's Assets, "AS IS", "WHERE IS" and "WITH ALL FAULTS". Seller also makes the following disclosures of matters that are unrecorded but affect the use and ownership of the Seller's Assets, which disclosures are set forth on Exhibit "C" ("Disclosures"). Purchaser acknowledges its acceptance of the Disclosures and agrees to abide by the Disclosures and to the extent necessary or required in transfer documents, commitments and obligations into the name of the Purchaser and release the Seller. Seller does make the following representations and warranties:

(a) Entity Status. Seller's entities are organized and existing in good standing under the laws of the State of Florida and has full authority and power to own its properties and conduct its business as now conducted.

(b) Power and Authority. The execution and delivery of this Agreement by Seller and the performance of the transactions contemplated hereby have been duly and validly authorized by Seller's Board of Directors and by a majority of its shareholders or members as the case may be, and that this Agreement is binding upon and enforceable against Seller in accordance with its terms. All other proceedings required to be taken by or on behalf of Seller in order to authorize Seller to enter into and carry out this Agreement and for the transfer and delivery of the Seller's Assets to be transferred and sold by it hereunder, have all been duly and properly taken and that Seller will be bound by all such actions.

(c) No Conflicts. The execution and delivery of this Agreement, the consummation of the transaction contemplated by this Agreement and compliance with the terms of this Agreement by Seller will not:

(1) Conflict with or result in a breach of any of the terms or provisions of, or constitute a default under the governing entity documents of Seller or of any indenture, mortgage, loan agreement or other instrument or agreement to which Seller is a party or by which it or its property is bound, or of any applicable

Exh 2a (2 of 8)

Exh. 2a (3 of 8)

information (without retaining copies thereof) previously obtained from such other parties. This provision shall survive the closing.

(c) **Assignability.** This Agreement shall be assignable by either party.

(f) **Venue; Process.** The parties to this Agreement agree that jurisdiction and venue shall properly lie in the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, Florida or in the United States District Court for the Middle District of Florida (Tampa Division), with respect to any legal proceedings arising from this Agreement. Such jurisdiction and venue is merely permissive; and jurisdiction and venue also shall continue to lie in any court where jurisdiction and venue are found to be proper. The parties further agree that the mailing of any process shall constitute valid and lawful process against them.

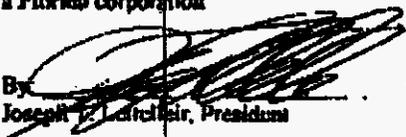
(g) **Further Assurances.** The parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such additional or further transfers, assignments, endorsements or other instruments as the Purchaser or its counsel may reasonably request for the purpose of carrying out the transactions contemplated by this Agreement.

(h) **Governing Law.** This Agreement has been negotiated and prepared and shall be performed in the State of Florida, and the validity, construction and enforcement of, and the remedies under, this Agreement shall be governed in accordance with the laws of the State of Florida (except that if any choice of law provision under Florida law would result in the application of the law of a state or jurisdiction other than the State of Florida, such provision shall not apply).

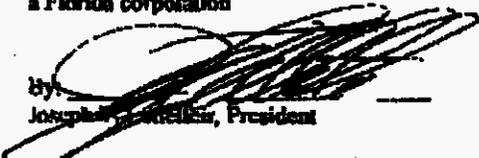
(i) **Severability of Provisions.** The invalidity or unenforceability of any particular provision hereof shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, each of the parties has caused its name to be hereunto subscribed and where applicable its corporate seal to be hereunto affixed by its officers thereto duly authorized.

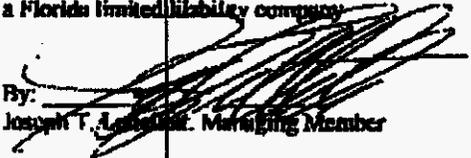
PARADISE LAKES, INC.,
a Florida corporation

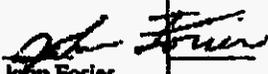
By: 
Joseph T. Lefebvre, President

TRIS AMIGOS, INC.,
a Florida corporation

By: 
Joseph T. Lefebvre, President

CABANA CLIFF AT PARADISE LAKES, LLC
a Florida limited liability company

By: 
Joseph T. Lefebvre, Managing Member


John Forter

#409145 v1 - Paradise Lakes Asset Purchase Agreement

Exh. 2a (3 of 8)

Exh 2a (4 of 8)

EXHIBIT "A"

Assets

Sale of Assets includes:

PARADISE LAKES INC.

- Resort cash banks
- ATM cash
- Home accounts
- Utility deposits
- All Inventory:
 - Merchandise
 - Liquor
 - Beer
 - Wine
 - Food
 - Central Stores
 - Housekeeping
- Land
- Land improvements
- Leasehold improvements
- Buildings
- Building improvements
- Lobby improvements
- Computer equipment
- Spa equipment
- Furniture & Fixtures, all Depts
- Autos/Vehicles
- Carpet/Walls
- Equipment
- Linens
- Parking/Paving
- Miscellaneous
- Liquor License
- Insurance policies

CABANA CLUB LLC

- Cabana units
- Furniture & Fixtures - all rooms owned
- Insurance policies

TRES AMIGOS INC.

- Furniture & Fixtures
- Insurance policies
- All real estate listings

Exh 2a (4 of 8)

[Handwritten initials/signature]

PARADISE LAKES, INC., TRES AMIGOS, INC. AND
CABANA CLUB AT PARADISE LAKES, LLC
TO
PARADISE LAKES RESORT, LLC, CABANA CLUB AT PARADISE LAKES,
LLC, AND PARADISE LAKES RESORT REALTY, LLC

CLOSING STATEMENT
SIGNATURE PAGE

The undersigned acknowledge that the amount of the indebtedness assumed by the Buyer has been agreed upon between Buyer and Seller and further acknowledge that Closing Agent has received estoppel information only from Whitney Bank and Synovus Bank and has received no estoppel information from any other lender.

Buyers:

PARADISE LAKES RESORT, LLC,
a Florida limited liability company

By: *John Forier*
Print: JOHN FORIER
As its: Manager

CABANA AT PARADISE, LLC,
a Florida limited liability company

By: *John Forier*
Print: JOHN FORIER
As its: Manager

PARADISE LAKES RESORT REALTY, LLC,
a Florida limited liability company

By: *John Forier*
Print: JOHN FORIER
As its: Manager

Sellers:

PARADISE LAKES, INC.,
a Florida corporation

By: *Joseph T. Lettelleir*
Joseph T. Lettelleir
President

TRES AMIGOS, INC.,
a Florida corporation

By: *Joseph T. Lettelleir*
Joseph T. Lettelleir
President

CABANA CLUB AT
PARADISE LAKES, LLC,
a Florida limited liability
company

By: PARADISE LAKES,
INC., a Florida corporation

By: *Joseph T. Lettelleir*
Joseph T. Lettelleir
President

Exh. 2a (6 of 8)

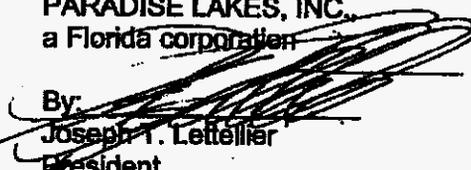
PARADISE LAKES, INC., TRES AMIGOS, INC. AND
CABANA CLUB AT PARADISE LAKES, LLC
TO
PARADISE LAKES RESORT, LLC, CABANA CLUB AT PARADISE LAKES, LLC, AND
PARADISE LAKES RESORT REALTY, LLC

CLOSING STATEMENT
DISTRIBUTION OF PROCEEDS

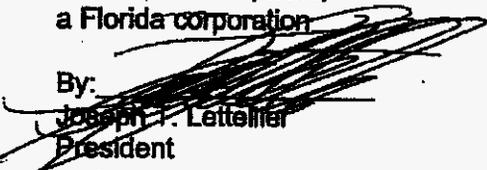
To Paradise Lakes, Inc. (87.1%)	\$1,053,439.64
To Tres Amigos, Inc. (2.0%)	\$24,189.20
To Cabana Club at Paradise Lakes, LLC (10.9%)	<u>\$131,831.14</u>
	\$1,209,459.98

Approved:

PARADISE LAKES, INC.,
a Florida corporation

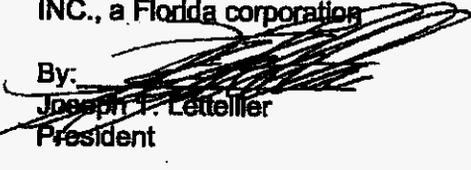
By: 
Joseph F. Letellier
President

TRES AMIGOS, INC.,
a Florida corporation

By: 
Joseph F. Letellier
President

CABANA CLUB AT
PARADISE LAKES, LLC,
a Florida limited liability
company

By: PARADISE LAKES,
INC., a Florida corporation

By: 
Joseph F. Letellier
President

#410454 v1 - ParadiseHUDDistribution

Exh 2a (6 of 8)

Buyer's and Seller's Combined Closing Statement

**JOHNSON, POPE, BOKOR,
RUPPEL & BURNS, LLP**

Exh 2a
(7 of 8)

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

NAME OF BUYER: PARADISE LAKES RESORT, LLC and CABANA AT PARADISE, LLC and PARADISE LAKES RESORT REALTY, LLC
ADDRESS OF BUYER: 2001 Brinson Road, Unit 202, Lutz, FL 33558
NAME OF SELLER: PARADISE LAKES, INC. and TRES AMIGOS, INC and CABANA CLUB AT PARADISE LAKES, LLC
ADDRESS OF SELLER: 2001 Brinson Road, Lutz, FL 33558
NAME OF LENDER:
ADDRESS OF LENDER:
PROPERTY LOCATION: Paradise Lakes, Pasco County, FL
SETTLEMENT AGENT: JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP
PLACE OF SETTLEMENT: 911 CHESTNUT STREET, CLEARWATER, FL 33756
SETTLEMENT DATE: 7/19/2007

SUMMARY OF BUYER'S TRANSACTION		SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	4,090,200.00	401. Contract sales price	4,090,200.00
102. Personal property		402. Personal property	
103. Buyer's Expenses from pg. 2, line 1400	36,882.40	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/own taxes	to	406. City/own taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109.	to	409.	to
110.	to	410.	to
111.	to	411.	to
112.	to	412.	to
120. GROSS AMOUNT DUE FROM BUYER	4,127,082.40	420. GROSS AMOUNT DUE TO SELLER	4,090,200.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit to escrow agency	525,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	52,976.16
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Principal amount of new loan(s)		506.	
207.		507.	
208. Debt assumed by Buyer	1,739,496.49	508. Debt assumed by Buyer	1,739,496.49
209. Promissory Note	500,000.00	509. Promissory Note	500,000.00
209a. Credit to Buyer	52,000.00	509a. Credit to Buyer	52,000.00
209b.		509b. Deposit Directly to Seller	525,000.00
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/own taxes	to	510. City/own taxes	to
211. County taxes	to	511. County taxes	to
212. Assessments	to	512. Assessments	to
213. Real est. Paradise 1/1/2007 to 7/2/2007	2,891.98	513. Real est. Paradise 1/1/2007 to 7/2/2007	2,891.98
214. Tangible Paradise 1/1/2007 to 7/2/2007	2,632.25	514. Tangible Paradise 1/1/2007 to 7/2/2007	2,632.25
215. Real est. Cabana 1/1/2007 to 7/2/2007	5,743.54	515. Real est. Cabana 1/1/2007 to 7/2/2007	5,743.54
216.	to	516.	to
217.	to	517.	to
218.	to	518.	to
219.	to	519.	to
220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BUYER	2,877,764.26	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER	2,880,740.42
300. CASH AT SETTLEMENT FROM/TO BUYER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from buyer (line 120)	4,127,082.40	601. Gross amount due to seller (line 420)	4,090,200.00
302. Less amounts paid for/buyer (line 220)	2,877,764.26	602. Less reductions in amount due seller (line 520)	2,880,740.42
303. CASH <input checked="" type="checkbox"/> From <input type="checkbox"/> To BUYER	1,299,318.14	603. CASH <input checked="" type="checkbox"/> To <input type="checkbox"/> From SELLER	1,289,459.58

PAGE 1

911 CHESTNUT STREET **See attached Disbursement of Proceeds
CLEARWATER, FL 33756

[Handwritten initials]

Exh 2a (7 of 8)

Buyer's and Seller's Combined Closing Statement

Exh-2a
(8 of 8)

700. TOTAL SALES/BROKER'S COM. based on price 4,090,200.00 @ % =		BUYER'S	SELLER'S
Division of Commission (line 700) as follows:		EXPENSES	EXPENSES
701.	to		
702.	to		
703.	Commission paid at Settlement		
704.	to		
800.	Items Payable In Connection With Loan		
801.	Loan Origination Fee % to		
802.	Loan Discount % to		
803.	Appraisal Fee to		
804.	Credit Report to		
805.	Lender's Inspection Fee to		
806.	Mortgage Insurance Application Fee to		
807.	to		
808.	to		
809.	to		
810.	to		
811.	to		
812.	to		
813.	to		
814.	to		
815.	to		
900.	Items Required By Lender To Be Paid In Advance		
901.	Interest from 7/18/2007 to 8/1/2007 @ /day		
902.	Mortgage Insurance Premium for months to		
903.	Hazard Insurance Premium for years to		
904.	years to		
905.	years to		
1000.	Reserves Deposited With Lender		
1001.	Hazard insurance months@ per month		
1002.	Mortgage insurance months@ per month		
1003.	City property taxes months@ per month		
1004.	County property taxes months@ per month		
1005.	Annual assessments months@ per month		
1006.	months@ per month		
1007.	months@ per month		
1008.	months@ per month		
1009.	months@ per month		
1100.	Title Charges		
1101.	Settlement or closing fee to		
1102.	Abstract or title search to Commonwealth Land Title Ins.		325.00
1103.	Title commission to		
1104.	Title processing fee to Title Acquisition I, LLC		600.00
1105.	Document preparation to		
1106.	Notary fees to		
1107.	Attorney's fees to Johnson, Pope, Baker, Ruppel & Burns	8,347.50	17,912.50
	(includes above item numbers:		
1108.	Title insurance to Johnson, Pope, Baker, Ruppel & Burns		10,433.00
	(includes above item numbers:		
1109.	Lender's coverage: Risk Premium INS AMT:		
1110.	Owner's coverage: Risk Premium 10,433.00 INS AMT: 3,143,200.00		
1110a.			
1111.	Title insurance to CTS		490.00
1112.	Title Exam Fee to Title Acquisition I, LLC		475.00
1113.	Title policy premiums to Title Acquisition I, LLC		2,584.00
1200.	Government Recording and Transfer Charges		
1201.	Recording Fees: Deed \$106.50; L-Mortgage(s); S-Mortgage(s); Release	106.50	
1202.	City/county tax/stamps: Deed; L-Mortgage(s); S-Mortgage(s); UCC \$35.50	35.50	
1203.	State tax/stamps: Deed; L-Mortgage(s); S-Mortgage(s); UCC \$34.00	34.00	
1204.			
1205.			
1300.	Additional Settlement Charges		
1301.	Survey to		
1302.	Post Inspection to		
1303.	2006 real estate taxes - Calusa to Pasco County		13,551.04
1304.	Documentary Stamps - Calusa Deeds to Clerk of Court	3,094.70	
1305.	Documentary Stamps - Paradise Deed to Clerk of Court	22,002.40	
1306.	Documentary Stamps - \$500,000.00 Note to Clerk of Court	1,750.00	
1307.	Intangible tax - performance Mortgage to Clerk of Court	1,000.00	
1308.	Documentary Stamps - \$174,782.00 Note to Clerk of Court	611.80	
1309.	2006 real estate taxes - Paradise to Pasco County		6,605.54
1400.	Total Settlement Charges (enter on Buyer line 103, and on Seller line 502, Page 1)	36,882.40	52,976.16

I have carefully reviewed this Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of this Settlement Statement.
DATE: 7/18/2007
SEE ATTACHED SIGNATURE PAGE

By: [Signature] Buyer By: [Signature] Seller
Print: SEAN FRIEL Print: _____
By: _____ Buyer By: _____ Seller
Print: _____ Print: _____

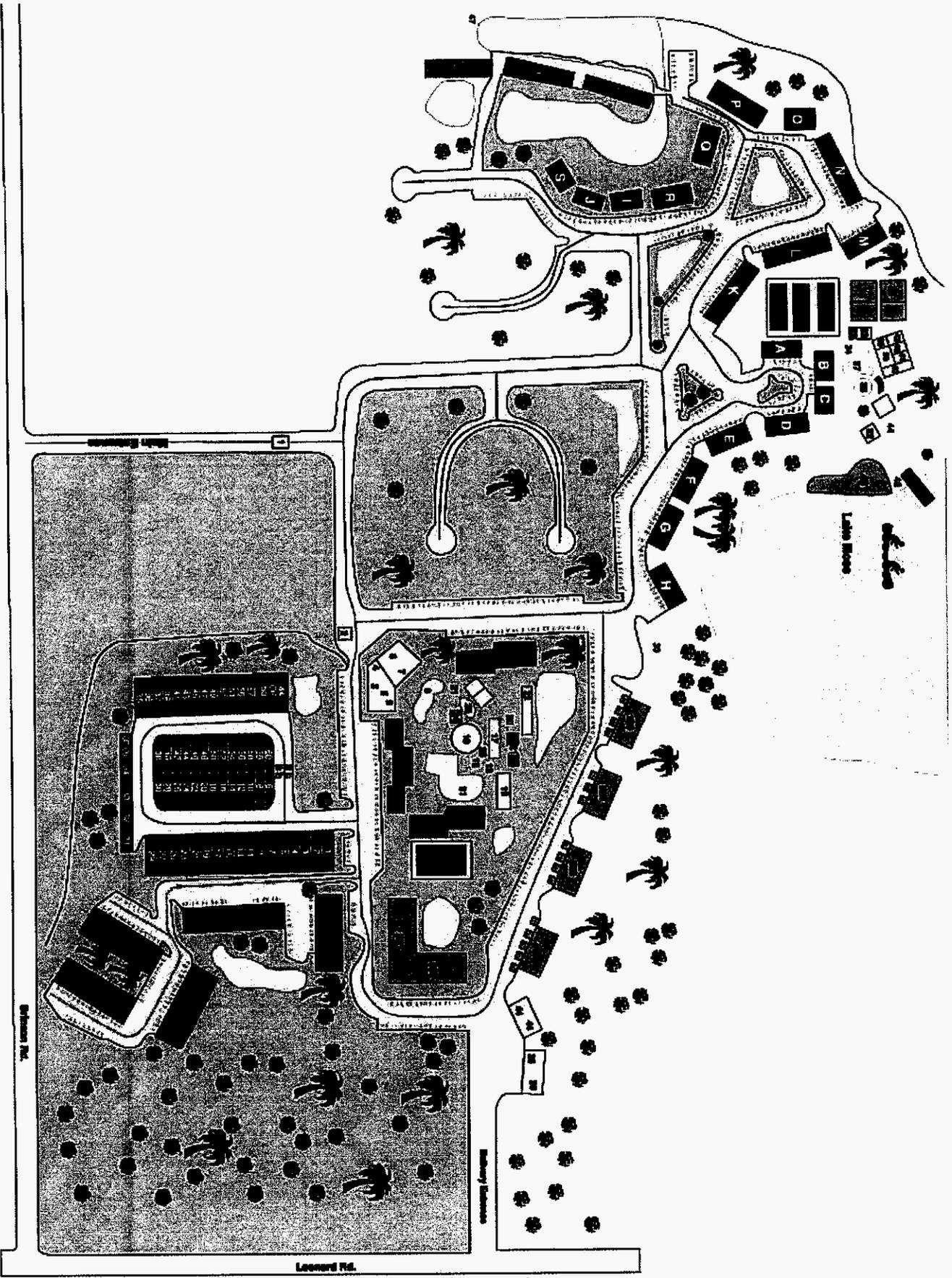
Exh 2a (8 of 8)

1. Main Entrance Gate House 2. Real Estate Office 3. Lobby Front Desk 4. Membership Services 5. Lobby Restrooms 6. L'Attitudes Night Club 7. Hemingway's Restaurant 8. 72' Conversation Pool 9. Boutique	10. Key West Sports Bar 11. Paradise Massage 12. 13. Paradise Realty 14. Development Office 16. Bandstand 17. Gym 18. Open Air Showers 19. Shuffleboard	20. Ping-Pong 21. Mail Pool 22. Horseshoes 23. Water Volleyball Pool (unmarked, next to 25) 24. Billiards 25. Restrooms 26. Hot Tub 27. Tennis Courts	28. Housekeeping 29. Maintenance 30. Dog Walk 31. Tennis Courts 32. Tennis Pavilion 33. Restrooms 34. Homeowner Office 35. Sand Volleyball Courts 37. Pool	38. Hot Tub 39. Yoga Room 41. Restrooms 42. Sauna 44. Business Office 45. Sand Beach <i>Please note that the lake is not open to recreational activities.</i>	1-69 RV Park A-H Condos I-S Town Homes T-V Island Condo's 100-500 Village Town Homes 1101-5304 Fountain Condos 4100-4300 Cabanas Terraces (not pictured) left of main entrance
--	---	---	--	---	---

Exh. 26

Exh. 26

Exh. 2b



Exh. 2b

Exh. 2c

Membership Rates effective 2/16/09

Ask About Our Lifetime Membership!

Annual Membership unless otherwise noted(**)	Couples & Family	Single Female	Single Male	Daily Membership Fee.	Sun-Thu after 6 p.m. .	Fri-Sat after 11 p.m.
Full Membership	\$1050*	\$599*	\$850*	N/A	N/A	N/A
Full Single Member with Undesignated Guest	N/A	\$1200*	\$1200*	N/A	N/A	N/A
Out of Town**** Full Membership	\$899*	\$499*	\$699*	N/A	N/A	N/A
Add The Ultimate*** Membership	\$300.00	N/A	N/A	N/A	N/A	N/A
Seasonal** Membership	\$699*	\$399*	\$499*	N/A	N/A	N/A
Nightlife Membership	\$599*	\$399*	\$499*	Before 5pm \$15/Day Per Person	After 5 pm No Charge	After 5 pm No Charge
Associate Membership	\$400*	\$350*	\$400*	Before 6 pm \$15/Day Per Person	\$10 Per Person	\$10 Per Person
Members of: AANR, TNS, INF & CFN	00	00	00	\$24/Day Per Person	\$15 Per Person \$20/Couple	\$15 Per Person \$20/Couple
General Entrance	\$60	\$30	n/a		\$15 Per Person \$20/Couple	\$15 Per Person \$20/Couple
* AANR Membership Required. Click HERE for AANR Membership Benefits.						
** Seasonal is five consecutive months.						
*** Ultimate is available for Full Couple, Owner or Gold membership, which provides membership privileges to the Ultimate Clubs.						
**** Out of Town is designated for members whose primary residence is beyond 100 miles of Paradise Lakes Resort and is limited to 10 visits per month						

Exh. 2c

Exh. 3

Letter of Authorization

To: Electricity and/or Gas Supplier

Customer Name: Paradise Lakes, Inc.

Address: 2001 Brinson Road, Lutz, FL 33558

To Whom It May Concern:

Please be advised that we have contracted with **Brian G. Davidson** of **Energy Tax Solutions, Inc.** to conduct a review of our energy bills. He is authorized to receive all documents and information concerning our account(s) with your company, to file claims for refund and/or credit of overpaid charges on behalf of our organization, and to be made aware of amounts and dates of any refunds and/or credits that are issued to us.

Joseph T. Lettelleir, President
(Print Name)


(Signature)

6/5/08
(Date)

President
(Title)

727-420-6119
(Telephone No.)

Exh. 3

PLEASE REMIT PAYMENT TO



42 E

16832610

8,545.60

01/10/08

Exh 5(a)

P.O. Box 31017
TAMPA, FL 33631-3017

010206 16832610 000854560.
PLR MANAGEMENT, LLC
PARADISE LAKES RESORT
PO BOX 750
LAND O LAKES FL 34639-0750



PLEASE WRITE YOUR ACCOUNT NUMBER ON THE FRONT OF YOUR CHECK OR MONEY ORDER AND RETURN THE UPPER PORTION OF THIS INVOICE WITH YOUR PAYMENT. MESSAGES WRITTEN ON THE UPPER PORTION MAY BE OVERLOOKED. FOR INFORMATION PLEASE CONTACT US AT ONE OF THE CONVENIENT NUMBERS LISTED ON THE BACK. THANK YOU!

PLEASE RETAIN THIS LOWER PORTION FOR YOUR RECORDS.

INSERT ALL NUMBERS TO



POST OFFICE BOX 31017
TAMPA, FL 33631-3017

2001 BRINSON RD
LAND O' LAKES FL 34639

1-813-275-3700

** TO AVOID A POSSIBLE LATE PAYMENT CHARGE OF 1.5%, **
** BALANCE DUE MUST BE PAID BY THE PAST DUE DATE. **

8,545.60

***** THIS MONTH'S BILLING DATES *****

TO	NUMBER OF DAYS	STATEMENT DATE
01/08/08	34	01/10/08

01/31/08

***** THIS MONTH'S METER INFORMATION *****

METER NUMBER	METER READS PRES - PREV	CCF	BTU	FACTORS X CONVER	THERMS USED
ANE65765	19808 - 16992	2816	1.0430	2.31840	6809.3
TOTAL THERMS =					6809.3

16832610

***** THIS MONTH'S BILLING INFORMATION *****

JAN 08 200.3

GENERAL SERVICE (GS-2)					
PREVIOUS BALANCE					13204.70
PAYMENT					13889.32-
CUSTOMER CHARGE				35.00	
DISTRIBUTION	6809.3 THMS @	0.23788			1619.80
PGA	6809.3 THMS @	1.00619			6851.95
TOTAL GAS CHARGES					8506.25
TAXES AND FEES					
FRANCHISE FEE					
LOCAL TAX					
STATE TAX				566.24	
GROSS RECEIPTS TAX				97.73	
TOTAL TAXES AND FEES					663.97
THIS MONTH'S CHARGE					9170.22
TOTAL BALANCE DUE					8545.60

02/06/08

Exh 5(a)

PLEASE REMIT PAYMENT TO:



RD. BOX 31017
TAMPA, FL 33631-3017

Exh. 5(C)

CUSTOMER INVOICE

ACCOUNT NUMBER	AMOUNT NOW DUE	STATEMENT DATE
09677048	1,727.83	07/08/05

PAYABLE UPON RECEIPT

010206 09677048 0900172783

PARADISE LAKES INC
P.O. BOX 750
LAND O LAKES FL 34639

WRITE IN AMOUNT
PAID ON THIS ACCOUNT

PLEASE WRITE YOUR ACCOUNT NUMBER ON THE FRONT OF YOUR CHECK OR MONEY ORDER AND RETURN THE UPPER PORTION OF THIS INVOICE WITH YOUR PAYMENT. MESSAGES WRITTEN ON THE UPPER PORTION MAY BE OVERLOOKED. SO PLEASE CONTACT YOUR LOCAL PEOPLES GAS OFFICE FOR ASSISTANCE. THANK YOU!

DIRECT BILLING AGREEMENT TO:

PLEASE RETAIN THIS LOWER PORTION FOR YOUR RECORDS



PEOPLES GAS
WEST OFFICE BOX 31017
TAMPA FLORIDA 33631-3017
PHONE 3-27-3700

SERVICE ADDRESS 200 BRINSON RD
LAND O LAKES FL 34639

TO AVOID A POSSIBLE LATE PAYMENT CHARGE ON
BALANCE DUE MUST BE PAID BY THE LAST DUE DATE
THIS MONTH'S BILLING DATES

AMOUNT NOW DUE
1,727.83

PAST DUE AFTER
07/31/05

ACCOUNT NUMBER
09677048

AVERAGE DAILY THERM USAGE

JUL 05	82.7
JUL 04	55.4

SERVICE PERIOD NUMBER
07/06/05 00

STATEMENT DATE
07/08/05

7/8/05

THIS MONTH'S METER INFORMATION

METER NUMBER	METER READS	CCF	BTU	CONVER	THERMS
ANE65765	86913	84540	72373	0.045	00000
TOTAL THERMS					2479.8

THIS MONTH'S BILLING INFORMATION
(GENERAL SERVICE ISSUES)

PREVIOUS BALANCE	131.70
PAYMENTS	337.53
CUSTOMER CHARGE	35.00
DISTRIBUTION CHARGE	617.75
SHING CHARGE	31.79
LATE PAYMENT FEE	11.22
TOTAL BALANCE DUE	1,727.83

029111 WAS PAST DUE ON 06/29/05
THIS AMOUNT MUST BE PAID IMMEDIATELY TO AVOID
POSSIBLE INTERRUPTION OF YOUR GAS SERVICE

Exh. 5(C)