981265-5L

ORIGINAL

October 7, 1998

NOTICE OF APPLICATION FOR TRANSPEROCT -8 AM 9 59

Hacienda Utilities, Ltd., 4340 East West Highway, Ste. 206, Bethesda, Maryland, pursuant to Section 367.071, Florida Statutes, hereby notices its intent to apply to the Florida Public Service Commission for transfer of wastewater Certificate No. 285-S from Hacienda Village Utilities, Inc. to Hacienda Utilities, Ltd., for the following described territory located in Pasco County, Florida:

The following described lands located in portions of Section 03, Township 26 South, Range 16 East, Pasco County, Florida:

Section 03

The West 1/2 of the Southeast 1/4

Any objections to the Application must be filed with the Director, Division of Records & Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with copy to John L. Wharton, Esq. Rose, Sundstrom & Bentley, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301, no later than 30 days after the last date that the Notice was mailed or published, whichever is later.

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FPSC-RECORDS/REPORTING

MOBILE HOME PARK PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this 1? day of March, 1998, by and among.

SELLER:

Hacienda Village M.H.P., Inc.

a Florida corporation Sam Hachem, President

and

Hacienda Village Utility, Inc. a Florida corporation

Sam Hachem, President

c/o Gordon Comer

United American Realty Corporation

117 West Alexander, suite 386 Plant City, FL 33566

PHONE: 813-759-0282 FAX: 813-759-2818

and

BUYER:

Diversified Investments Partners, LLC, a Delaware limited limitity company c/o Barry L. Haase, Chairman 4340 East West Highway, Suite 206

Bethesda, MD 20814 PHONE: (800) 284-2795 FAX: (301) 718-7907

WITNESSETH:

WHEREAS, Hacienda Village Mobile Home Park, Inc., is the fee simple owner of certain premises commonly known as Hacienda Village (Hacienda) located in New Port Richey, Florida, more particularly described in Exhibit "A-1" attached hereto and made a part hereof (together with all rights and easements appurtenant thereto and all permanent improvements (excluding mobile homes owned by residents of the Park) and fixtures thereon, being hereinafter collectively referred to as the "Hacienda Property"); and

WHEREAS, Hacienda Village Utility, Inc., is the owner of certain state utility franchises, utility (sewer) plant and water well facilities located in New Port Richey, Florida, more particularly described in Exhibit "A-2" attached hereto and made a part hereof and operates certain utility services, including sewer and water, for the Hacienda Property and sewer service for a limited number (approximately 46) of other houses (being hereinafter collectively referred to as the "Utility Company"); and

WHEREAS, the Hacienda Village M.H.P., Inc., and the Hacienda Village Utility, Inc., are hereinafter collectively referred to as "Seller" and the Hacienda Property and the Utility Company are hereinafter sometimes collectively referred to as the "Property" or the "Real Property"; and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Real Property, all income rights associated therewith, and all personal property, inventory, and equipment, used or useful in connection with the operation of the Property and located thereat, including, without limitation, the items described in the Schedule of Personal Property and Equipment for the Haclenda Property, attached hereto as Exhibit "B-1" and made a part hereof, and the Schedule of Personal Property and Equipment for the Utility Company, attached hereto as Exhibit "B-2" and made a part hereof, together with all licenses and permits in connection with any of the foregoing, all under the terms and conditions set forth herein (the aforesald Real Property, personal property, and equipment being hereinafter collectively referred to as the "Property").

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Seller Changes Agreed to by buyer on 3/19/98 NOW, THEREFORE, in consideration of the mutual covenants contained herein, together with other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on and under the terms and conditions herein set forth.

- RECITALS. The above recitals are true and correct and are incorporated herein by reference.
- 2. <u>PURCHASE PRICE</u>. The purchase price for the Property shall be THIRTEEN MLLION DOLLLARS (\$13,000,000) (the "Purchase Price") allocated in amounts to be determined for the purchase of the Real Property and towards the purchase of the personal property and equipment. The Purchase Price shall be payable as follows:
- (a) Initia Earnest Money Deposit. As an initial earnest money deposit (the "Initial Deposit"), Buyer shall, upon the execution of this Agreement, deposit with Attorney's Title Insurance Fund, Inc., c/o Dale Bernstein, Esq., ("Escrow Agent") the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) which sum shall be held in escrow and credited toward the Purchase Price of the Property at closing (hereinafter defined) or otherwise disbursed by Escrow Agent in accordance with the terms of this Agreement.
- (b) Additional Earnest Money Deposit. As an additional earnest money deposit (the "Additional Deposit") Buyer shall, upon expiration of the Inspection Period (as defined below) deposit with Escrow Agent the additional sum of (™ E HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) which sum shall be held in escrow and credited toward the Purchase Price of the Property at closing on the Closing Date. The Initial Deposit and the Additional Deposit shall hereinafter collectively be referred to as the "Earnest Money Deposit" which shall become non-refundable upon expiration of the Inspection Period, but shall be fully refundable at Buyer's request prior thereto. The Earnest Money Deposit will be held in an interest bearing escrow account with the interest credited to Buyer. Should Buyer not make the Earnest Money Deposit or withdraw the Earnest Money Deposit during the Inspection Period, this Agreement shall be null and void, and the parties to this Agreement shall have no further obligations to each other.
- (c) <u>Financing Contingency</u>. Buyer shall have until the expiration of the Inspection Period (as defined in Paragraph 3) in which to obtain a loan commitment for the Property from an institutional lender acceptable to Buyer containing terms and conditions acceptable to Buyer, provided, however, that the amount of such permanent financing shall not exceed 80% of the Purchase Price.
- (d) Cash. Cash at closing in the amount of TWELVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 (\$12,800,000), less any credits, adjustments or prorations due to Buyer as provided herein, plus any additional consideration due to Seller as provided for hereinafter, payable by locally drawn cashier's check or Federal Reserve Bank wire transfer of U.S. Funds by 10:00 am on the morning of the closing.
- 3. INSPECTION PERIOD. Notwithstanding any other provision of this Agreement, Seller and Buyer acknowledge and agree that Buyer shall have until 6:00 p.m. (EST) on the forty-fifth (45th) day from the Effective Date within which time, at Buyer's sole expense, to obtain and/or review information concerning the Property and Buyer's acquisition thereof as Buyer may reasonably require (the "Inspection Period"). Seller shall use its best efforts to provide Buyer with all non-proprietary documents in Seller's possession promptly during the Inspection Period. Should Buyer for any reason whatsoever elect not to proceed with the closing of the sale and purchase of the Property, Buyer shall send written notice of such fact to Seller prior to expiration of the Inspection Period, whereupon this Agreement shall terminate, the Initial Earnest Money Deposit shall be returned to Buyer, and the parties to this Agreement shall have no further obligation to each other.

Buyer acknowledges that upon the satisfaction or waiver of the Inspection Period, Buyer will have fully examined and inspected the Property, including the construction, renovation, operation and leasing of the Property, together with such documents and materials with respect to the Property which Buyer deems

necessary or appropriate in connection with its investigation and examination of the Property. Buyer will then have accepted the physical condition of the Property, will be deemed fully satisfied with the Property and will purchase it "AS IS" based on its own investigations, reports and experts. From and after the Closing Date (as hereinafter defined) Buyer shall assume responsibility for the physical condition and operation of the Property. Buyer's decision to purchase the Property shall be deemed based solely on Buyer's own independent investigation thereof.

Attached hereto as Exhibit "E" is a list of the preliminary items of due diligence to be provided by Seller to Buyer, which Seller shall provide promptly upon commencement of the Inspection Period. Buyer shall have the option to request any additional items necessary reasonably required to complete its due diligence by giving Seller written notice of such request. Seller shall provide Buyer with those items requested, assuming that they exist, within five (5) days from the date of Seller's receipt of said written notice; failure to provide such material shall extend the Inspection Period commensurately. Buyer shall rely solely on its own investigations, including but not limited to Phase One environmental studies, termite inspections and engineering reports, in determining the condition of she Property.

- 4. RIGHT OF ENTRY. Seller hereby grants to Buyer and Buyer's agents, employees, contractors. and representatives (collectively "Buyer's Investigators"), from and after Effective Date of this Agreement through the Inspection Period, a right of entry upon the Real Property and a right of inspection of the park office for the purpose of inspecting the Property (including on-site financial records which would be reviewed at the corporate office, financial records located at the corporate office, and other such information), provided said right is exercised at reasonable times, and in a reasonable manner and does not interfere with Seller's operation of the Property. For all such Property visits, Buyer and its agents shall obtain a security pass to minimize dialogue with the Seller's on-site personnel and shall notify Seller at least 24 hours in advance of any such Property inspections. Buyer, at its expense, has the option to have Buyer's Investigators to inspect the Property prior to the expiration of the Inspection Period to ascertain the working order and condition of the Property. Buyer shall indemnify, defend and save and hold Seller harmless from and against any personal injury, wrongful death, damage to the Property or mechanics liens caused by Buyer and/or Buyer's Investigators as a direct and proximate result of the exercise of the right of entry granted herein, which indemnity shall survive the termination of this Agreement or the closing of this transaction and delivery of the deed hereunder. At the end of the Inspection Period and after the Deposit has been made, the Buyer shall have reasonable access to the Property and include a control of the Propert paranciation differentiate any time prior to the Closing Date.
- REPRESENTATIONS. Seller makes the following representations, all of which shall be true
 and correct continuously throughout the term of this Agreement but which shall not survive the date of closing:
 - (a) Seller has good, marketable and insurable title to the Real Property.
- (b) To the best of Seller's actual knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Real Property or any part thereof and Seller has no knowledge that any such proceeding is presently contemplated and the Property is free from damage or destruction due to any casualty loss except for the clubhouse roof and ceiling recently damaged in rain storms and which will be repaired prior to the Closing Date at Seller's expense.
- (e) To the best of Seller's actual knowledge, there are no claims, actions, suits or other legal or administrative proceedings, including bankruptcy proceedings, pending or actually threatened, against or involving Seller or the Real Property which could affect the consummation of the transaction contemplated hereby, and Seller is not aware of any facts which might result in any such action, suit or other proceeding. However, Buyer is advised that the Seller may bring a legal action against the former manager or resident(s) of the Property concerning certain sales activity for manufactured homes within the Property. Seller will indemnify Buyer and will hold Buyer harmiess for any and all damages which may result from any legal actions concerning such home sales which occurred prior to the Closing Date.

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- (d) To the best of Seller's actual knowledge, there are no special or other assessments levied against or relating to the Property and Seller does not know of any proposed assessments.
- (e) Seller will not enter into any amendment to or modification of any of the Leases at the Property prior to the closing which will reduce, forgive, or postpone any rents or which would otherwise materially affect the value of the Property, without Buyer's consent; that no rents or other deposits are or will on their respective closing date be held by Seller, except security deposits and prepaid rents for the current month; that there are no commissions or other fees payable to any person, entity or agent on the rentals collected or to be collected under the Leases.
- (f) To the best of Seller's actual knowledge, all documents and materials provided to Buyer in response to Buyer's due diligence requests are complete and accurate.
- (g) To the best of Seller's actual knowledge, there has been no production, storage, transport, treatment, spillage, infiltration, or disposal upon the Property of any toxic or hazardous substance in excess of limits allowed by law.
- (h) To the best of Seller's actual knowledge, Seller has full authority to execute this Contract and all documents necessary to accomplish the sale contemplated herein.
- (i) To the best of Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, orders, rules and restrictions pertaining to or affecting the ownership and operation of the Real Property and the sale thereof contemplated by this Agreement including, but not by way of limitation, the Florida Mobile Home Act (Chapter 723, Florida Statutes) and, in particular, §723.071 thereof. Seller hereby advises the Buyer that the Florida DBPR is investigating certain monetary charges, e.g., solid waste assessments, late charges, and guest fees, assessed by the Seller to the life tenants at the Hacienda Property which were in excess of the normal monthly payments.
- (j) From the date of this Agreement to Closing Date, Seller shall conduct its business involving the Real Property in the ordinary course, and during said period will:
- (1) Refrain from transferring any of the Property or creating on the Property any easements, liens, mortgages, encumbrances or other interests that would affect the Property or Seller's abilities to comply with the terms of this Agreement;
- (2) Refrain from entering into any contracts or other commitments regarding the Property, other than in the ordinary and usual course of business, without the prior written consent of Buyer;
- (3) Continue to maintain and repair the Property in at least the manner which Seller has previously maintained and repaired the Property, and Seller will permit no wasting of the Property and deliver the Property to Buyer in its present condition at Closing;
- (4) Keep in effect Seller's existing policies of public liability and hazard and extended coverage insurance insuring the Property which costs, if the policies are assumable by Buyer, shall be prorated at the Close of Escrow;
- (5) Promptly comply with all notices of violation of laws or municipal ordinances, regulations, orders or requirements of departments of housing, building, fire, labor, health, or other state, city or municipal departments or other governmental authorities having jurisdiction against or affecting the Property or the use or operation thereof, and
- (6) Provide the annual rent increase notice for the Property due in the normal course of business for a lot rent increase for each homesite in an amount comparable to the prior year and in conformance with the lease agreement entered into with the residents on or about May 8, 1997.

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6. TITLE INSURANCE.

- (a) At least 30 days prior to the expiration of the Inspection Period provided for herein, Escrow Agent shall deliver to Buyer for approval, as hereinafter provided, a preliminary owner's title commitment for a title insurance policy for the Property (together with copies of all exception documents referred to therein) to be issued by a nationally recognized title insurance company licensed and qualified to do business in Florida as selected by Seller. The binders and policies to be issued pursuant thereto shall be paid for by Seller, shall be issued at the minimum promulgated rate, and shall be in an amount equal to the amount of the purchase price. They shall be in a current ALTA standard form "B", except that there shall be no exceptions unless agreed to by Buyer during the Inspection Period (the "Permitted Exceptions"). The policy shall insure marketable title.
- (b) Buyer or Buyer's attorney shall have ten (10) days after receipt of the title binder, together with copies of all exception documents referred to therein, to give written notice to Seller or Seller's attorney of any objections by Buyer to the state of title (including any matters shown on the survey which are unacceptable to Buyer). Failure of Buyer or Buyer's attorney to deliver a written notice of disapproval of the state of title to Seller or Seller's attorney within said ten (10) day period shall be conclusive evidence that Buyer has approved each and every matter contained in said preliminary title report and shown on the survey and that Buyer will accept title in that condition.
- (c) Seller shall have thirty (30) days to cure any title defects. If Seller fails to cure any title defect as to which due notice is given, Buyer shall have the option to:
- (i) terminate this Agreement, in which case Fuver shall notify Seller that Buyer will not proceed with the purchase, whereupon this Agreement shall to minate and all parties shall be released from any further obligations hereunder, except that Buyer shall be entitled to an immediate refund of all monies paid in respect of the purchase price plus accrued interest, if any; or
- (ii) proceed under this Agreement and accept title to the Real Property subject to such defects after Seller's additional reasonable efforts to cure such existing defects.
- (d) Escrow Agent, as the agent for the title insurance company, shall be in attendance at the closing and be in a position to issue the title policy upon recording the appropriate documents and insure that Seller has complied with all requirements set forth under Florida Statutes 723.071(1), (2) and (3) to extinguish any right of purchase or rescission in favor of any tenants or homeowners association, if any, upon the execution and delivery of the statutory affidavit to be executed by Seller and to insure the Real Property free and clear of all exceptions to title other than the Permitted Exceptions.
- 7. SURVEY. Within ten (10) days of the Effective Date of this Agreement, Seller shall deliver to Buyer a copy of Seller's most recent survey of the Real Property. Prior to expiration of the Inspection Period (should Buyer elect to purchase the Property) Buyer may, at its expense, elect to obtain a current survey of the Real Property. The survey shall be prepared by a registered and/or licensed land surveyor in Florida, shall: (i) meet no less than the minimum technical standards of the Florida Administrative Code for land surveys and: (ii) shall be certified to Seller, Buyer, Escrow Agent, Buyer's chosen lender, Buyer's counsel, the title company issuing the title policy called for herein and any other person or entity designated by Buyer; and shall show the location of all permanent improvements, man-made objects (other than mobile homes, patios, driveways, carports and private roads within the perimeter boundaries of the Real Property), easements, encroachments, setbacks, road right of ways and such other matters as Buyer may reasonably require; and (iii) shall otherwise be in form acceptable to Buyer and the title company. The survey shall be prepared by a surveyor acceptable to Buyer and the legal description of the Real Property shall be printed on the survey. In the event the survey indicates any encroachments onto or off of the Property or other matters which constitute exceptions to title required by the title company to be set forth in Schedule B of the Title Policy or which preclude the deletion of the standard exceptions, the same shall be treated as a title defect and the provisions of Paragraph 6 hereof shall apply with respect thereto as to, without limitation, the Buyer's obligation to object and the Seller's right to cure. Buyer is aware of a minor roadway encroachment currently existing at the Property.



- 8. CONDITIONS PRECEDENT. The following are conditions precedent to Buyer's obligation to close and consummate the transaction contemplated by this Agreement. Buyer and only Buyer may waive one or more of these conditions. In the event that all of these conditions are not satisfied or fulfilled by the Closing Date. Buyer may elect not to close this transaction, and in such event, Buyer shall be entitled to the prompt return from Escrow Agent of the Earnest Money Deposit:
- (a) There shall have been no material change in the gross operating income of the Property. For the purpose of this paragraph, a material change is understood to be any item that would have an adverse economic impact to the Property in excess of \$40,000.
- (b) The right of purchase or rescission in favor of the tenants or homeowners association, if any, pursuant to Florida Statutes 723 shall have been extinguished as of the Closing Date. In the event such right has not been extinguished prior to Closing Date, Buyer shall be refunded the Earnest Money Deposit and Extension Fee, if any, with all interest earned thereon.
- 9. CLOSING. The sale and purchase transaction contemplated by this Agreement shall be closed and consummated within 15 days after the 45 day statutory period during which the residents or homeowner's association, if any, have the right of Property purchase or rescission pursuant to Florida Statutes 723 (the "Closing Date"). It is agreed that the required notice to such residents or association pursuant to Florida Statutes 723 shall be given at the conclusion of the 45 day Inspection Period and receipt by Seller of the Buyer's Additional Earnest Money Deposit. If actions by the residents or homeowners association prevent a timely Closing as contemplated herein (i.e., within the 15 day period after the 45 day response period afforded the residents or homeowners association pursuant to Florida Statutes 723), Seller shall have a 30 day period in which to cure or otherwise remedy the issues with the residents and/or homeowners association and thereby extinguish the right of the residents and/or homeowners association of purchase or rescission pursuant to Florida Statutes 723, during which time the "Proyer's right to purchase the Property shall be extended. However, if the residents and homeowners right of purchase or recession pursuant to Florida Statutes 723 still has not been extinguished at the end of the 30 day cure period, Buyer shall have the right to a prompt refund of the Earnest Money Deposit and Extension Fee, if any, with all interest thereon, unless a further extension is agreed to by Buyer and Seller. Closing shall be at the offices of Seller's counsel or, at Seller's option, may be effected through the mail as coordinated by counsel for Seller and Buyer. Notice shall be given to Escrow Agent at least five (5) days in advance of the date established by the parties for closing. The closing shall be at 10:00 A.M. unless otherwise agreed by the parties or their counsel. At closing, Seller and, as applicable, Buyer shall execute and deliver the following documents in form acceptable to Buyer and Seller and/or undertake the following:
- (a) All corporate certifications, resolutions and approvals necessary to evidence both the Seller's and Buyer's authority to enter into and consummate the transactions contemplated by this Agreement.
- (b) Special Warranty Deed from Seller to Buyer conveying title to the Real Property to Buyer free and clear of all liens, encumbrances and matters other than the Permitted Exceptions.
- (c) Bill of Sale from Seller to Buyer transferring the Personal Property free and clear of all liens and encumbrances and "AS IS," together with the original Motor Vehicle Certificate of Title (properly endorsed and lien free) for each mobile home unit and motor vehicle included in this purchase and sale, if any.
 - (d) Affidavit of No Liens by Seller.
 - (e) Affidavit of Non-Foreign Status by Seiler.
 - Affidavit of Compliance by Seller in conformity with Chapter 723.072,

Florida Statutes.

(g) Certified rem roll in the form of Exhibit "C-1" hereto dated and accurate and certified by Seller to Buyer.

- (h) Assignment from Seller to Buyer assigning all of Seller's right, title and interest, to the extent it exists and without representation or warranty, in and to the name(s) by which the Property is commonly known, all authorizations, permits and licenses relating to the operation of the Property which are assignable by Seller, if any, the telephone numbers used on the Property by Seller, if allowed by the telephone company, and all leases, contracts and other items required to be assigned as set forth in this Agreement, free and clear of all liens and encumbrances except for the matters permitted in this Agreement, all of which shall be assumed by Buyer effective from and after each of the respective closings. Seller shall undertake all action, and execute all forms, required by all governmental authorities and contract vendors to effect this assignment.
- (i) Assignment by Seller, to the extent they exist and without representation or warranty, of all currently existing and effective claims, guaranties, warranties, indemnifications and all other rights, if any, which Seller may have against suppliers, laborers, material men, contractors, or sub-contractors arising out of or in connection with the installation, construction and maintenance of the Property; all of which shall be assumed by Buyer effective from and after each of the respective closings.
- (j) Assignment by Seller, to the extent they exist and without representation or warranty, to Buyer of all agreements, permits and licenses, if any, which Seller has for access and utilities to service the Property; all of which shall be assumed by Buyer effective from and after each of the respective closings.
- (k) Certification from Seller that the matters set forth in Paragraph 8 are true and correct as of the Closing Date;
 - (I) Sale Settlement (i.e., Closing) Statement by Seller and Buyer.
- (m) Such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement
- (n) Seller shall deliver to Buyer all existing plans and specifications relating to the improvements located upon the Property which are in Seller's possession or reasonably accessible to Seller (to the extent they exist).
- (o) Seller shall deliver and assign to Buyer all of Seller's right, title and interest, if any, in and to all licenses, permits, certificates of occupancy, mobile home titles (for the office unit) and such other comparable certificates or documents issued by the appropriate governmental authorities with respect to the Property or any part thereof which are legally assignable by Seller, if any.
- (p) Buyer shall deliver to Seller the adjusted cash portion of the Purchase Price and authorize Escrow Agent's delivery of the Deposit to Seller. Said sum shall be paid, at Seller's election, by locally drawn cashier's check or Federal Reserve Bank wire transfer by 10:00 am on the day of closing.

Notwithstanding anything to the contrary contained herein, Buyer shall deliver to Escrow Agent on behalf of Seller an additional, non-refundable payment (the "Extension Fee") in the amount of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) by no later than two weeks prior to the anticipated Closing Date, in consideration of Seller extending to Buyer an additional 38 days from the Closing Date, to close on the Property; it being acknowledged that this payment is not a penalty but rather valid consideration for the Seller keeping the Property off the market for Buyer's benefit and to the Seller's exclusion of other potential purchasers. Such Extension Fee will be held in an interest bearing account with the interest credited to the Buyer. This covenant is a material inducement to Seller entering into this Contract and the non-payment of the Extension Fee shall be an immediate default of this Agreement at the option of the Seller. The Extension Fee shall be credited to Buyer against the Purchase Price at the closing on the Closing Date and, likewise, shall be non-refundable subject to the terms and conditions of this Agreement.

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- 10. CLOSING COSTS. Seller shall pay for documentary stamps on the Special Warranty Deed and all costs associated with the issuance of the title binder and policy and any corrective documents required for marketable and insurable title except that Buyer shall pay the costs for recording the Special Warranty Deed. Buyer shall pay for all of its financing costs (including all mortgagee title insurance endorsements and requirements), the survey and all costs associated with Buyer's inspection of the Property. Each party shall bear its own attorneys' fees and other professional costs, except as otherwise provided for herein.
- 11. PRORATIONS. Except as otherwise set forth in this Agreement, all taxes and other operating expenses and revenue of the Property shall be prorated as of the Closing Date. Taxes shall be prorated based upon 1998 assessed value taking into account the maximum available discount. If the closing takes plant and the current year's taxes are not fixed and the current year's assessment is available, taxes shall be provide based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes shall be prorated on the prior year's tax taking into account the maximum available discount. A v rents received by Seller in respect of the period after the closing (for the applicable property) shall be apply remitted to Buyer. With regard to delinquent rents, if any, Buyer shall not be held responsible for and . . . er shall not be required to institute any proceedings whatsoever to collect such delinquent rents. All tits collected after the closing (for the applicable property) shall be first applied to rents due to Buyer and then to Seller for rents for periods prior to the closing (for the applicable property) which shall be promptly remitted to the Seller by Buyer. This obligation to remit shall survive the closing and delivery of the deed. Seller shall deliver to Buyer at the cloring copies of such statements, invoices bills and receipts as shall be requested by Buyer to enable Buyer to verify the accuracy of the amounts of any prorations made pursuant to this paragraph. Buyer shall be credited at closing with all advance rentals and tenant security deposits previously paid to Seller. All prorations shall be made so that 5. er has the benefit of all income and the burden of all expenses up to and including the closing (for the applicable property) and Buyer has the benefit of all income and the burden of all expenses after the closing (for the applicable property).
- 12. ERSONAL PROPERTY. Seller represents that it is the owner of all of the items described in the Schedule of Personal Property and Equipment attached hereto as Exhibit "B-1" and "B-2" made a part hereto by this reference, including the park office/mobile home located on the Real Property, free and clear of any and all liens and encumbrances other than mortgages, security agreements and financing statements which are to be released or satisfied of record at or prior to Closing hereunder. Seller agrees that it shall not remove from the Real Property any of the Personal Property currently used in connection with the operation of the Real Property as a rental mobile home community except as may be required in the ordinary course of business for repair or replacement, any such replacement of an item of Personal Property pending closing hereunder to be with a similar item or items of Personal Property of equal quality and quantity and free and clear of any liens and encumbrances other than mortgages, security agreements and financing statements to be released or satisfied of record at or prior to Closing hereunder. Buyer shall have the right at any time prior to the expiration of the Inspection Period, at its expense, to take and make a physical inventory of the Personal Property located on the Real Property provided that the time and the taking of such inventory is first coordinated with Seller. Seller shall have the right to have a representative of Seller present at the Real Property as and when such inventory of the Personal Property is taken by Buyer. The inventory of the Personal Property shall include a specific description of each major item of Personal Property sufficient for purposes of its reasonable identification and a general description of other items of Personal Property by general category or type; it being understood and agreed, however, that all items of Personal Property, as described in Exhibits "B-1" and "B-2" shall be sold and conveyed by Seller to Buyer at Closing in an "AS IS" condition. Upon approval by Seller of the inventory of Personal Property, if any, so taken by Buyer, such inventory shall be substituted for Exhibits "B-1" and "B-2" attached hereto and attached as exhibits to the Bill of Sale to be executed by Seller to and in favor of Buyer at the time of closings. Seller will deliver to Buyer said Bill of Sale, certificates of title and/or full warranties of title, for all such Personal Property included in the sale, including the park office mobile/home.
- 13. OPERATION AND MAINTENANCE OF MOBILE HOME PARK. Seller covenants that between the Effective Date and the Closing Date it will operate the Property in the same manner as any prudent mobile home park owner in the general location of the Property would operate its park and will continue its present advertising commitments and its usual program of advertising, if any. It is the intention of the parties



that the general operation of the Property shall not be changed between the Effective Date and the Closing Date.

- LEASES, RENTS AND TENANTS. Pending the closing (as applicable) Selier agrees not to (except in the ordinary course of business with normal and customary terms): (a) terminate any lease affecting the Property unless the tenant is in default thereunder, (b) amend or modify any such lease or (c) enter into any new lease upon the vacation or eviction of any tenant, without in any such case, the prior written consent of Buyer not to be unreasonably withheld; provided, however, Seller shall have the right to execute any new leases under the same terms and conditions as currently prevail on the Property without obtaining Buyer's approval on any such lease. Saller shall comply with its obligations under each lease affecting the property and shall immediately notify Buyer of any default of the material terms and conditions of any lease. Seller agrees to have available for Buyer's review true copies of all existing written leases affecting the Property within five (5) days of the Effective Date of this Agreement. As an inducement to Buyer's purchase of the Property, Seller agrees to guarantee monthly payment to Buyer (commencing on the first month after the Close of Escrow) an amount equal to monthly rent in the amount of \$290 per site on four sites on which the homes are currently being rented and/or rented with option to purchase until each home is sold. Buyer agrees to allow Seller to keep on the Property up to six model homes which are being offered for sale without rental charge for a period of 18 months from the Closing of Escrow, provided, however, as such models are sold, the new owner will be responsible for rent at market rate as of the date such sales are finalized or when the new owner takes occupancy, whichever occurs first.
- 15. SERVICE CONTRACTS/WARRANTIES OR GUARANTEES. Seller represents and warrants that the Schedule of Service Contracts attached hereto as Exhibit "D-1" and by this reference made a part hereof contains a true and complete list of all Service Contracts and warranties or guarantees presently in force and effect and applicable to the Property. Within five (5) days after the execution of this Agreement by Seller, Seller shall deliver to Buyer true a. complete copies of all such Service Contracts, warranties and guarantees. Seller agrees to maintain those Service Contracts in full force and effect and further agrees that, except in the ordinary course of business, Seller shall not to enter into any new Service Contracts applicable to the Property or amend any existing Service Contracts, warranty or guarantee, without the prior written consent of Buyer. At closing, Seller shall assign to Buyer all of its right, title and interest in and to the applicable Service Contracts and warranties and guarantees; provided, however, that Buyer shall have the right immediately after each closing hereunder to terminate any such applicable Service Contracts at no cost to the Buyer or Seller except for the annual trash collection contract with BFI which shall be assumed by the Buyer until its annual expiration date.
- 16. <u>CONDEMNATION</u>. If prior to the Closing Date for the Property, all or any part of the Property is taken by any governmental authority under its power of eminent domain, Buyer shall have the option, to be exercised within ten (10) days after Buyer receives written notice from Seller of same:
- (a) To take title to that property at closing without any abatement or adjustment in the Purchase Price, in which event Seller shall unconditionally assign its rights in the condemnation award to Buyer (or Buyer shall receive the condemnation award from Seller if it has already been paid to Seller prior to closing); or
- (b) To terminate this Agreement, whereupon the duties and obligations of each of the parties hereto shall end and Buyer shall be entitled to the prompt return from Escrow Agent of the Deposit and Extension Fee, if any.
- 17. RISK OF LOSS. Risk of loss by damage or destruction to the Property prior to the Closing Date shall be borne by Seller. In the event of substantial damage (i.e., in an amount in excess of \$40,000) to said Property prior to the closing by fire or other casualty:
 - (a) Seller shall give prompt notice of such damage to Buyer,
- (b) Seller shall furnish Buyer promptly with an estimate of the cost of the restoration, replacement or repair of such damngu; and

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- (c) Buyer shall have the option to:
- (i) terminate this Agreement and obtain the prompt return from Escrow Agent of its Deposit and Extension Fee, if any; or
- (ii) Take title to the applicable property at closing without any abatement or adjustment in the purchase price, in which event Seller shall unconditionally assign its rights in any insurance proceeds to Buyer (or Buyer shall receive the insurance proceeds paid to Seller if they have already been paid prior to closing) after payment of any deductible to Buyer from Seller.
- 18. TERMITE INSPECTION AND REPORT. Prior to the expiration of the Inspection Period and at Buyer's expense, Buyer shall obtain a termite certificate for the Property. Any infestation or damage therefrom found to be existing shall be repaired in a reasonable time, not to exceed two (2) mouths from the Closing Date, at Seller's expense not to exceed \$5,000.00 in the aggregate. In the event Seller fails to make said repairs within said time period, Buyer shall have the right to make said repairs and to collect the cost thereof (not to exceed said \$5,000.00) from Seller in the manner provided for a reproration pursuant to Paragraph 11 above. Any sums advanced by Buyer in this connection shall bear interest at the highest lawful rate until paid. This paragraph shall survive the closing of this transaction and delivery of the deed.
- 19. ASSIGNMENT OF NAME AND TELEPHONE NUMBER. At closing, Seller shall assign to Buyer, without limitation, all of its right, title and interest in the name(s) and phone numbers by which each of the respective properties are commonly known except the phone number for Hacienda Village Mobile Home Sales if Seller still owns any homes at the Property at the Closing Date. & name
- 20. <u>SUPPLIES</u>. Inventories of supplies, luding but not limited to paint, toilet tissue, soap, paper towels and all cleaning materials, if any, shall be transferred to Buyer at no additional cost at the time of each closing and shall be covered by the applicable Bill of Salc.
- 21. DEFAULT BY SELLER. If, under the provisions of this Agreement, Seller shall be obligated to complete the sale of the Property but falls to do so within the applicable period provided for closing and such default continues for a period of fifteen (15) days after written notice thereof from Buyer to Seller, or shall otherwise fail to perform any of the other obligations of Seller hereunder within the required time period, Buyer shall have the option, to be exercised in its sole discretion, to either: (a) apply to the Circuit Court of Pasco County to seek to have specific performance under this Agreement to purchase the Property; and/or (b) if specific performance is not available or granted to Buyer, obtain the prompt return from Escrow Agent of the Deposit and Extension Fee, if any, with interest (if any), together with any other amounts due and owing to Buyer pursuant to the terms of this Agreement, and thereafter terminate this Agreement.
- 22. DEFAULT BY BUYER. If, under the provisions of this Agreement, Buyer shall be obligated to complete the mirchase of the Property but fails to do so within the applicable period provided for each respective closing, and such default continues for a period of fifteen (15) days after written notice thereof from Seller to Buyer, Seller's sole right and exclusive remedy against Buyer shall be to obtain the Deposit and Extension Fee as: (a) consideration for the execution of this Agreement; (b) as agreed on liquidated damages sustained by Seller because of such default by Buyer (the parties hereto agreeing that the retention of such funds shall not be deemed a penalty, and recognizing the impossibility of precisely ascertaining the amount of damages to Seller because of such default and hereby declaring and agreeing that the sum so retained is and represents the reasonable damages of Seller); (c) in full settlement of any claims of damages and in lieu of a specific performance by Seller against Buyer; and (d) in consideration for the full and absolute release of Buyer by Seller of any and all further obligations under this Agreement. In the event Buyer defaults hereunder, Buyer shall forthwith on demand by Seller return to Seller all documents relating to the Property, including Buyer's copy of this Agreement.
- FLORIDA MOBILE HOME ACT. Seller has previously delivered to Buyer a true and complete copy of the latest version of the prospectus or offering circular with respect to the Hacienda Village

- M.H.P. filed pursuant to the Florida Mobile Home Act. At each closing, Seller shall deriver to Buyer an executed original of the affidavit contemplated by §723.072 of said Act.
- 24. BROKER'S COMMISSION. Seller and Buyer each warrant that there are no real estate or other brokers or finders of any type involved in this transaction, other than United American Realty Corporation (the "Broker'), to which a real estate commission is due at the closing of this transaction. Seller shall be responsible for payment of the real estate commission due to the Broker for this transaction in the amount of ONE HUNDRED THOUSAND LOLLARS (\$100,000) of which shall be due and payable on the Closing Date. A copy of the Broker Disclosure Form is attached hereto as EXHIBIT "F-1." Each party shall indemnify and hold harmless the other party from all claims or damages for any brokerage commissions and or fees being claimed arising out of this transaction resulting from the actions of the defaulting party, other than the commission due to the Broker, with the understanding that the provisions of this Paragraph 24 shall survive past the Closing Date.
- ASSIGNMENT. Buyer shall have the right to assign this Agreement to entities whom Buyer controls and/or with whom Buyer has an existing business relationship.
- TIME IS OF THE ESSENCE. Seller and Buyer acknowledge that time is of the essence of this Agreement.
- 27. MODIFICATIONS. The parties acknowledge that this Agreement (i) is the entire agreement between the parties with respect to the subject matter hereof; (ii) supersedes all prior negotiations or agreements between the parties; and (iii) cannot be modified except by written agreement executed by both parties.
- 28. ATTORNEYS' FEES. In the event of any disputes or claims between the parties arising out of this Agreement, or the collection of any funds due Buyer or Seller pursuant to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees and expenses incurred. As used herein and throughout this Agreement, the term "attorneys' fees" shall be deemed to include all fees incurred whether by attorneys, paralegals, legal assistants or law clerks as deemed appropriate by a judge. Both Buyer and Seller agree to first mediate any dispute or claim and then submit to arbitration. Any claims or actions brought by either Buyer or Seller shall be brought against the business entities of the Buyer and Seller and not against the corporate officers, stockholders, representatives, agents, or employees of the Buyer or Seller.
- 29. ESCROW AGENT. The sole responsibility of the Escrow Agent shall be to deposit the Deposit and Extension Fee, if any, into an interest-bearing, insured money market account with a local bank upon execution and delivery of all forms (including a firlly-executed IRS Form W-9) and documents necessary to do so and to disburse said funds according to the terms of this Agreement. Escrow Agent shall notify the parties hereto of the date of deposit, name of institution and current interest rate within five (5) days of deposit. In the event of a breach of this Agreement by either Seller or Buyer, or if, in the sole discretion of the Escrow Agent, some doubt exists as to when, to whom or under what circumstances such Deposit and Extension Fee, if any, shall be disbursed hereunder, and the parties hereto are unable after ten (10) days' prior written notice thereof from Escrow Agent to agree and direct Escrow Agent, in writing, as to when, to whom or under what circumstances Escrow Agent shall disburse the same, Escrow Agent shall be entitled to interplead said Earnest Money Deposit into the Circuit Court of Pasco County, Florida, without further liability or responsibility on its part. Costs, expenses and attorneys' fees incurred by Escrow Agent in connection with any such interpleader may be deducted by Escrow Agent from the amount of the Deposit prior to its deposit into the registry of the Court. In any event, however, all parties agree that Escrow Agent shall have no liability or any further responsibility to any party or person whomsoever for any disbursement of the Deposit and Extension Fee, if any, made by Escrow Agent in good faith unless such disbursement shall constitute a willful breach of the duties and obligations of Escrow Agent under this Agreement or gross negligence on the part of Escrow Agent. The interest received on the Deposit and Extension Fee, if any, shall be applied to the account of Buyer at closing. The Escrow Agent will hold and disburse funds paid in respect of the Purchase Price in escrow pursuant to the provisions of this Agreement and as directed by the parties in the Settlement (Closing) Statement.

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30. NOTICE. Any notice given hereunder shall be in writing and sent by telefax, registered or certified mail, return receipt requested, or by overnight delivery service with receipt required to be signed for to the following addresses:

If to the Seller:

To:

Sam Hachem c/o Hacienda Village Mobile Home Park, Inc.

Address:

6939 Hachem Drive Port Richey, FL 34668

Telephone:

213-868-7418

Fax:

813-949-0343

With copies to attorney for Seller:

To:

Address:

Telephone:

Fax:

If to the Buyer:

To:

Diversified Investments

c/o Barry L. Haase, Chairman

Address:

4340 East West Highway, Suite 206

Bethesda, MD 20814

Telephone:

(800) 284-2795

Fax:

(301) 718-7907

With copies to Attorney for Buyer:

To

Address:

Telephone:

Fax:

If to the Escrow Agent:

To:

Address:

Telephone:

Fax:

or to such other address as is designated from time to time in writing by those entitled to receive notice. Telefax notice is effective on the date of transmission, so long as a certified or registered mailing or overnight delivery is forwarded to the party being noticed on the same day as the telefax transmission. Notice by mail shall be effective as of the date of mailing.

31. NO ASSUMPTION OF LIABILITIES. The parties acknowledge that this transaction contemplates only the sale and purchase of the Property and that the Seller is not selling a business other than the franchise of the Utility Company and the permits and licenses relevant thereto, nor do the parties intend



that Buyer be deemed a successor of Seller with respect to any liabilities of Seller to any third parties. Accordingly, in addition to the other terms and conditions of this Agreement, Buyer shall neither assume nor be liable for any payments and benefits to past and/or present employees of Seller in connection with the Business being conducted on or from the Property as may have accrued through the Closing Date, including but not limited to, salaries, wages, commission, bonuses, vacation pay, health and welfare contributions, pensions, profit sharing, severance or termination pay, taxes or any other form of compensation or fringe benefit.

- 32. EXHIBITS. In the event that any exhibit which is referred to in this Agreement is not attached hereto at the time of execution of this Agreement by Seller and Buyer, Seller shall promptly cause any such missing exhibit to be prepared and submitted to Buyer for Buyer's approval within fifteen (15) days from the Effective Date hereof. Upon approval of a given exhibit by Buyer, the same shall be incorporated into this Agreement by written agreement executed by Seller and Buyer.
- 33. CONSTRUCTION. This Agreement has been negotiated between the parties who are experienced in commercial real estate transactions. Accordingly, this Agreement shall not be construed against either party as the drafter of the Agreement in the event of any litigation with respect to it.
- 34. ACCEPTANCE. Seller shall have until 5:00 P.M. (DST) on March 18, 1998, within which to accept this Agreement and require Buyer to submit the Initial Deposit for the Escrow Agent. In the event Seller fails to accept this Agreement as of that time and date, this Agreement shall be null and void and of no further effect.
- 35. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The foregoing notice is provided pursuant to § 404.056(6), Florida Statutes (1995), which requires that such notice be included in certain real estate documents.

- 36. VENUE. Venue for any legal proceeding hereunder shall be in Pasco County, Florida.
- 37. WAIVER OF FURY TRIAL. Seller and Buyer knowingly, voluntarily and intentionally waive any right to trial by jury in respect to any litigation arising out of, under or in connection with this Agreement or the transaction described herein and agree to first mediate such disputes and then submit to arbitration.
- 38. EFFECTIVE DATE. The Effective Date shall be the date this Agreement is executed and finally approved by the Seller and the Buyer.
- COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each
 of which shall be fully effective as an original and all of which together shall constitute one and the same
 instrument.
- 40. FACSIMILE. An executed facsimile of this Agreement or any portion hereof, including the signature page of any party shall be deemed an original for all purposes.
- 41. 1031 EXCHANGE. Buyer and Seller understand that ever party may designate the Property in connection with an exchange pursuant to the provisions of IRS Code Section 1031. In the event the Property is so designated and either party desires to utilize the Property for an exchange. Seller and Buyer shall cooperate with each other and wan any lender/accommodator to achieve a successful exchange. Seller and Buyer shall indemnify each other from all loss, costs and expense incurred by reason of said exchange. This transaction is not contingent upon the success or failure of any such exchange. Buyer shall not be required to take title to other property involved in the exchange.

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RECEIPT BY ESCROW AGENT

Dale Bernstein, Esq., of Attorney's Title Insurance Fund, Escrow Agent under that Mobile Home Park Purchase and Sale Agreement (the "Agreement") having an Effective Date of March 19, 1998, between Hacienda Village M.H.P., Inc., Owner of Record, as Seller, and Diversified Investments Partner J.C., a Delaware limited liability company, as Buyer to which this Receipt is attached, hereby ac nowledges the receipt of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) as the Initial Deposit, and will hold and disburse said sum, together with any additional deposits made, as Escrow Agent in accordance with the terms of the Agreement.

ESCROW AGE By:	NT	
Print Name:		

HACIENDA VILLAGE MOBILE HOME PARK

LEGAL DESCRIPTION

PARCEL 1: TRACTS 38, 39, 40, 59, and 60 of PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Page 61 of the Public Records of Pasco County, Florida, LESS AND EXCEPT a part of Tract 59 being more particularly described as follows: Commence at the Northwest corner of the Southeast 1/4 of Section 3, Township 26 South, Range 16 East and go South 00°31'10" West, 1650.90 feet, along the West boundary of said Southeast 1/4; thence South 89°38'54" East, 664.77 feet to a point on the North boundary of said Tract 59; thence South 00°26'03" West, 30.00 feet, to the Point of Beginning; thence South 89°38'54" East, 190 feet, along a line 30.00 feet South of and parallel to the North boundary of said Tract 59; thence South 00°26'03" West, 320 feet along a line 30.00 feet West of and parallel to the East boundary of Tract 59; thence North 89°38'54" West 190 feet; thence North 00°26'03" East, 320 feet to the Point of Beginning.

PARCEL 2: The North 594.00 feet of Tracts 43 and 44, lying East of Rowan Road, PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, Pasco County, Florida. Said PORT RICHEY LAND COMPANY SUBDIVISION being recorded in Plat Book 1, Page 61 of the Public records of Pasco County, Florida, LESS AND EXCEPT that property described in that certain Order of Taking as recorded in Official Record Book 1204, Page 747 of the Public Records of Pasco County, Florida.

LESS the Westerly 20.00 feet of the North 594.00 feet of Tracts 43 and 44, lying East of Rowan Road, PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, as shown on plat recorded in Plat Book 1, Page 61 of the Public Recurs of Pasco County, Florida, being further described as follows: Commence at the Northeast corner of said Tract 43 for a point of reference; thence run North 89°32'37" West, 560.13 feet along the North boundary line of said Tracts 43 and 44, to the Point of Beginning; thence South 27°16'30" East, 356.20 feet; thence 126.52 feet along the arc of a curve concave to the right, having a radius of 850.00 feet, a chord of 126.40 feet bearing South 23°00'39" East, thence South 18°44'48" East, 172.36 feet; thence North 89°32'37" West, 21.18 feet to a point on the Easterly right-of-way line; thence 123.54 feet along the arc of a curve concave to the left along said Easterly right-of-way line; thence 123.54 feet along the arc of a curve concave to the left along said Easterly right-of-way line, having a radius of 830.00 feet, a chord of 123.43 feet bearing North 23°00'39" West; thence North 27°16'30" West, 366.71 feet along said Easterly right-of-way line; thence South 89°32'37" East, 22.60 feet along said North boundary line to the Point of Beginning.

LESS a Portion of the North 594.00 feet of TRACT 43 of the PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East as shown on the plat recorded in Plat Book 1, Pages 60 and 61 of the Public Records of Pasco County, Florida, being further described as follows: Commence at the Southwest corner of said Section 3; thence along the West line of said Section 3, North 00°22'25" East, a distance of 399.34 feet to the South lien of the North 594.00 feet of said Tracts 43 and 44; thence along said South line, South 89°35'38" East, a distance of 610.78 feet to the Easterly right-of-way of Rowan Road for a POINT OF BEGINNING; thence along said Easterly right-of-way line the following courses and distances; North 18°47'47" West, 175.37 feet, 73.06 feet along the arc of a curve to the left to the proposed right-of-way line, said curve having a radius of 859.31 feet, a central angle of 04°52'16" and a chord of 73.03 feet which bears North 21°13'55" West; thence along the proposed right-of-way line a distance of 257.93 feet along the arc of a curve to the right to the South line of the North 594.00 feet of said Tract 43, said curve having a radius of 11524.16 feet, a central angle of 01°16'57" and a chord of 257.92 feet which bears South 24°43'44" East; thence along said South line, North 89°35'38" West, a distance of 24.94 feet to the POINT OF BEGINNING.

LESS a Portion of the North 594.00 feet of TRACTS 43 and 44 of the PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, as shown on Plat recorded in Plat Book 1, Pag. 3 60 and 61 of the Public Records of Pageo County, Florida, being further described as follows: Commence at the Southwest corner of said Section 3; thence along the West line of Said Section 3, North 00°22'25" East, a distance of 399.34 feet to the South line of the North 594.00 feet of said Tracts 43 and 44; thence along said South line,

South 89°35'38" East, a distance of 610.78 feet to the Easterly right-of-way line of Rowan Road; thence along said Easterly right-of-way line the following courses and distances; North 18°47'47" West, 175.37 feet, 128.02 feet along the arc of a curve to the left for a POINT OF BEGINNING, said curve having a radius of 859.31 feet, a central angle of 08°32'09" and a chord of 127.90 feet which bears North 23°03'51" West; thence along said Easterly right-of-way line, North 27°19'56", a distance of 351.46 feet to the North line of said Tract 44; thence along said North line, South 89°35'38" East, a distance of 5.65 feet; thence South 27°19'56" East, a distance of 9.17 feet; thence a distance of 339.71 feet along the arc of a curve to the right to the POINT OF BEGINNING, said curve having a radius of 11524.16 feet, a central angle of 01°41'20" and a chord of 339.69 feet which bears South 26°29'19" East.

PARCEL 3: TRACT 42, PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, Pasco County, Florida as shown on the plat recorded in Plat Book 1, Page 61 of the Public Records of Pasco County, Florida, LESS AND EXCEPT the South 25 feet thereof.

TOGETHER WITH:

PARCEL 1: The West 1/2 of Tract 5, PORT RICHEY LAND COMPANY'S SUBDIVISION of Section 10, Township 26 South, Range 16 East, according to the map or plat thereof as recorded in Plat Book 1, Page 61 of the Public Records of Pasco County, Florida. Subject to road right-of-way over the North 15 feet thereof per Plat recorded in Plat Book 1, Page 61 of the Public Records of Pasco County, Florida.

PARCEL 2: A Part of TRACT 59 of PORT RICHEY LAND COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Page 61, of the Public Records of Pasco County, Florida, being more particularly described as follows: Commence at the Northwest corner of the Southeast 1/4 of Section 3, Township 26 South, Range 16 Last and go South 00°31'10" West, 1650.90 feet, along the West boundary of said Southeast 1/4; thence South 89°38'54" East, 664.77 feet to a point on the North boundary of said TRACT 59; thence South 00°26'03" West, 30.00 feet to the Point of Beginning; thence South 89°38'54" East, 190 feet, along a line 30.00 feet South of and parallel to the North boundary of said Tract 59; thence South 00°26'03" West, 320 feet, along a line 30.00 feet West of and parallel to the East boundary of Tract 59; thence North 89°38'54" West 190 feet; thence North 00°26'03" East, 320 feet to the Point of Beginning.

HACIENDA VILLAGE MCBILE HOME PARK, INC. INVENTORY LIST UPDATED 3-98

TOBB?.					
1	Tan Chair				
2	Orange Chairs				
1	End Table				
1	White Stand-up	Lamp			
1	Tall Plant				
1	4 Way Security	T.V.	Monitor	with	VCR
1	Ceiling Fan				

FRONT COUNTER

Large Arm Chair
G.E. 3 Line Phone
Superview Calculator

SIDE COUNTER

- Packard Bell Computer f Security Cards W/Keyboard and:
- 1 Panasonic Printer
- 1 Panasonic Plain Paper Fax Machine

CENTER OF OFFICE (DAWNS AREA)

Secretarial Desk with Side Arm
Desk Chair with wheels
Black Flat Chairs
G.E. 3 Line Phone
Superview Calculator
Computer Desk
Packard Bell Computer w/Keyboard and:
Epson Printer
Royal Signet Typewriter w/Table and Chair
Security T.V. Monitors

SIDE OF OFFICE (RENA'S AREA)

1	Desk
1	Desk Chair W/Wheels
1	G.E. 3 Line Phone
1	Royal Calculator
1	Packard Bell Computer w/Keyboard
1	Laserjet Printer
1	Computer Desk
1	Computer Chair w/Wheels
1	Toshiba Copy Machine

HACIENDA VILLAGE MOBILE HOME PARK, INC. INVENTORY LIST UPDATED 3-98

BACK OFFICE (SAMS)

1	Desk
2	Arm Chair
4	Red Flat Chairs
1	Conference Table
2	2 Drawer Wood File Cabinets
1	G.E. 3 Line Phone
1	Sharp Calculator

CONFERENCE ROOM

1	Conference Table	
4	Black Plat Chairs	
	White Stand-up Lam	22
5	0-4-	
4	BAIE	

OUTSIDE SHED/STORAGE

3	Golf Cart
2	Patio Chairs
1	Patio Table (small)

ga:invent

MEMORANDUM OF ACKNOWLEDGMENT

This Memorandum of Acknowledgment executed this _____ day of May, 1998 by and among the Sellers, Hasienda Village M. H. P., Inc. and Hecienda Village Utilities, Inc. and the Buyer, Diversified Investments Partners, LLC, regarding the certain Mobile Home Park Purchase and Sale Agreement dated March 17, 1998 (hereinafter "Agreement").

WHEREUPON, it is hereby acknowledged:

- The contingencies and/or conditions set forth in paragraphs 2(c), 3, 4, (except the
 last sentence therein) 6, 7, and 18 of the Agreement have been extinguished and satisfied,
 respectively. Therefore, inter alia, the deposits set forth in paragraphs 2(a) and 2(b) are nonrefundable.
- 2. Provided the contingencies and/or conditions set forth in paragraph 8 of the Agreement are e-tinguished and satisfied, closing will occur pursuant to paragraphs 9, 10, and 11 of the Agreement and in accordance with paragraphs 1, 2(a), 2(b), 2(d), 5, 12 through 17, inclusive, and 19 through 41, inclusive, of the Agreement.
- The Agreement is hereby resided and confirmed. Nothing herein shall be deemed to modify or after the rights and obligations of the parties under the Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and reals the day and year indicated below.

WITNESS, as to Seller:	Hacienda Village M. H. P., inc., a Florida corporation, and
	Hacienda Village Utilicies, Inc. a Florida corporation
Print Name L. Bourser	By: Sam Hachem Title: President
Print Nazze:	Seller's execution date:
SH	ВН

Page 1 of 2

WITNESS, as to Buyer:	Diversified Investments Partners, LLC, a Delaware lissited liability company
Print Name:	Burry L. Hanse Title: Chairman
Print Name:	Buyer's execution date:

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Page 2 of 2

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MUMINEANUSIM OF ACKNOWLEDGMENT

This hierancemian of Askanosladament executed this 2 day of May, 1992 by and among the Sellers, Hatlanda Villege M. H. P., Inc. and Hatlanda Village Utilities, Inc. and the Buyer, Dismedied Insustrumen Partners, LLC, recording the cerule Mobile Home Park Purchase and Sale Agreement deted bleech 17, 1998 (herolanther "Agreement").

WHEREUPON, it is boothy ectan windged:

- The contingencies and/or conditions ant forth in paragraphs 2(c), 3, 4, (except the last statemen that the) 6, 7, and 18 of the Agreement have been entinguished and satisfied, respectively. Therefore, later alls, the deposits set forth in paragraphs 2(a) and 2(b) are nonrefindsblo.
- 2 Provided the continuous and/or conditions art firth in prosperts 8 of the Agrossment use emisguished and natisfied, closing will occur pursuant to paragraphs 9, 10, and 11 of the Agreement and in associance with paragraphs 1, 2(a), 2(b), 2(d), 5, 12 through 17, actuaive, and 19 through 41, inclusive, of the Agreement.
- The Agreement is hereby ratified and confirmed. Nothing herein shall be deerned to sandily or shor the rights and obliga. As of the parties upder the Agreement.

IN WITHERS WHEREBOY, the parties betwee set their heads and week the day and year indicesed below.

WITNESS, as to Select	Macionia Village M. H. P., Inc., a Piorida corporation, and
	Hacinada Village Utilities, Inc. a Physide corporation
Print Namer	Byr Sam Harbren Title: Prosident
Print Name:	Seller Seller's emercica date:
SH	DS J

Page 1 of 2

Diversified investments FAX NO. 3017187907 " imt-68-88 THU 18:31 May-28-68 05:1300 From-SAMERAMOSTETLER.LLP

P. 03

Ì

4274416163

7-683 P.81/83 F-637

WITNESS, as to Buyer

Barry L. Hanne Title: Chairman

Buyer's constition date: 5/22/48

SH

Page 2 of 2

FROM: HACHEM INJESTMENTS PHONE NO.: 813 869 2763 Oct. 82 1998 85:59PM P2

. OCT-02-98 05:22 PM PIELDEP & CD. CPMs 815 969 5070

Cifent: 11321 Type: Federal	-	For the	teprocietier I 12 Horshe End	and 12/31/97			Page 1 85,714,757 13:43:63
Service C.s Life No			Salvage	Prior Accum	Current	A61/Sec. 179	

1 10 0000 Utility sy							
1-10-6001 & Life s	ptetions						2012/01/02/01/201
1/81/92 20 20y 4	140,000,00	140,000.00	.00	44,015.90	7,598.41	.00	53,614.51
1-10-9002 43 15-ws	(outside homes)				04/0-20/02	7221	
1/01/92 20 20y q	86,000.00	85,000,00	,gc	27,039.20	5,896.08	.90	32.935.20
1-10-0003 Nator pl	ant system			Total Paragraphs	100 No. 400 1000		** *** **
1/01/92 20 20y q	60,000.00	40,000.00	.00	18,863.70	4,113.43	.00	22,977.33
1-10-0004 Sever pl	ant system						61,954,41
1/81/92 26 204 4		214,000.00	.06	47,282.90	14,671.71	.00	81,774.61
1-10-0005 Backup 8	Anten (48)				15,300,00	.00	15,850,80
12/31/40° 5 57 0	35,000.00	25,000.00	.00	1,750.00	13,300.00	, 994	17,630.00
Group 81-10 Totals			2002		47 FRG #7	**	206,531.53
	535,000.00	535,000.00	.00	136,951.76	67,579.83	,00	200,931.23
1-20-0000 Rushinery	6 equipment a/c	221/279					
1 1-20-0001 HZZS UT	Lity erv/equip				66.24	.00	475 .64
10/18/9 ₄ 5 5y 4	575.00	575.00	.00	409.40	60.24	1,00	41234
group 01-29 Totals					44.24	.00	475.04
	575.00	575.80	.00	±09.48	on . 24	. 500	413.46
Group 01 Totals					67,646,07	.00	207,007.17
	\$35,575.00	5.65,575.00	.00	159,361.10	47,000.07	.00	And American

COMPOSITE EXHIBIT "A"

HACIENDA UTILITIES, LTD.

Mobile Home Park Purchase and Sale Agreement

EXHIBIT "B"

HACIENDA UTILITIES, LTD.
Seller's Income Tax Returns

THOMAS L. KEHOE, C.P.A. 9501 US HIGHWAY 19, SUITE 204 PORT RICHEY, FL 34668-4641

FILING INSTRUCTIONS

for

HACIENDA VILLAGE UTILITIES, INC.

Please carefully review this information on how and when to file your tax return.

TAX RETURN: 1993 Federal Form 1120S

NET LOSS: \$ 23,460

TAX DUE: \$ -0-

When you are mailing your tax return to the IRS, please refer to the instructions below.

SIGN AND DATE: Affix the required signature, title

and date where indicated. Signature must be that of a corporate officer.

WHERE TO FILE: IRS Service Center

Atlanta, GA 39901

WHEN TO FILE: On or before March 15, 1994

All information including your copy of the return should be retained for at

least 3 years.

We look forward to serving you next year and in the future. If you have any questions regarding these or other matters, please call us at (813) 849-2785.

Form 1120S

U.S. Income Tax Return for an S Corporation

Do not file this form unless the corporation has timely filed

OMB No 1545-0130

Form 2553 to elect to be an S corporation. 1993 ➤ See separate Instructions. Opportment of the Freeway Service , 1993, and anding For Latendar year 1983, or tax year beginning C Employer Identification no. A Date of election as Use an S Corporation HACIENDA VILLAGE UTILITIES, INC. IRS tabel. 6939 HACHEM DRIVE D Date incorporated 11/21/91 Other-PORT RICHEY, FL 34668-1398 11/21/91 B Business code wise. no. (see Specific E Total assets (see Specific please Instructions) print Instructions) or type. 496,194. 4930 Change in address (4) Amended return Final return Check applicable boxes: (1) Initial return (3) Check this box if this 5 corporation is subject to the maneodicted audit procedures of sections \$241 through \$245 (see instructions before checking this box) Enter number of shareholders in the corporation at end of the tax year Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information. 51,016. 51,016. b Less returns and altowances Cost of goods sold (Schedule A, line 8) . . . 2 51,016. 3 Gross profit. Subtract line 2 from line 1c . . c Net gain (loss) from Form 4797, Part II, line 20 (attach Form 4797) m \$ 51,016. . Total Income (foss). Combine lines 3 through 5. 7 Compensation of officers Se Ba Salaries and wages 5,615. 9 Repairs and maintenance 10 10 Bad debts 14,364. 11 Di 11 3,131. 12 12 13 13 u ' 140 b Depreciation claimed on Schedule A and elsewhere on return 36,093. 140 15 Depletion (Do not deduct oil and gas depletion.). 15 16 17 17 18 18 Employee benefit programs 15,273. 19 Other deductions (see instructions) (attach schedule) 74,476. 20 -23,460. Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6 21 22 a Excess net passive income tax (attach schedule) . T 22b Add lines 22a and 22b (see instructions for additional taxes) å 23 Payments: a 1993 estimated tax payments p b Tax deposited with Form 7004 a c Credit for Federal tax paid on fuels (attach Form 4138) y m . 24 Estimated tax penalty (see instructions). Check if Form 2220 is attached n Tax due - If the total of lines 22s & 24 is targer than tine 23d, enter amount ewed. See inst. for depositary method of payment. t Overpayment - If tine 23d is larger than the total of lines 22c and 24, enter amount overpaid 26 Enter amount of line 26 you want; Credited to 1994 estimated tax ▶ Under panalities of perjury, I declars that I have ensisted this return, including scoompanying schedules and statements, and to the best of my tindividedge and helef it is true, correct, and complishs. Declaration of preparer (ather than tanpayer) is best of negative and thick preparer has any knowledge. Please Sign Signature of officerCLIENT'S COPY Here Date Title Date Preparer's social security no Check if salf-employed Preparer's signature X Paid KEHOE. C.P.A THOMAS L. Preparer's tor yours of seed compleyeds and delibers 9501 US HIGHWAY 19, SUITE ▶59-2470831 E.I. No. Use Only ZIP Code + 3466B-4641 RICHEY, FL

E	Schedule A Cost of Goods Sold (See instructions.)			
E		Til		-
	1 Inventory at beginning of year	2		
	2 Purchases	3	_	_
	3 Cost of labor	4		
	4 Additional vection 2s0A costs (see instructions) (attach schedule)	5 -		-
	S Other costs (attach schedule)	6		-
	6 Total Add nines 1 through 5	7		-
	7 Inventory at end of year 8 Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	-	_
		-		_
	Be Check all methods used for valuing closing inventory:			
	(i) Cost			
	(a) Lower of cost or market as described in Regulations section 1.471-4			
	(iii) Writedown of "subnormal" goods as described in Regulations section 1.471-2(c)			
	(w) Other (specify method used and attach explanation) ▶			7
	a contract of the state of the			
	c if the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing	1 - 1		
	inventory computed under LIFO	9c		_
	d Do the rules of section 263A (for property produced or acquired for resale) apply to the corporation?	Yes	\vdash	ю
	e Was there any change in determining quantities, cost, or valuations between opening and closing inventory?	· · L Yes	LJN	lo
	If "Yes," attach explanation.			_
n.	Schedule B Other Information		1	
			Yes	No
ġ	1 Check method of accounting: (a) X Cash (b) Accrual (c) Other (specify)		600	
4	2 Refer to the list in the instructions and state the corporation in principal:		Milit	
	(a) Business activity > UTILITY (b) Product or service > UTILITY		Service P.	計能
Š	Did the corporation at the end of the tax year own, directly or indirectly, 50% or more of the voting stock of a dome	stic corporation?	1 1	
	(For rules of attribution, see section 267(c).) If "Yes," attach a schedule showing: (a) name, address, and employer		1 1	
	identification number and (b) percentage owned.		\vdash	X
	Was the corporation a member of a controlled group subject to the provisions of section 1561?		-	X
ł	At any time during calendar year 1993, did the corporation have an interest in or a signature or other authority over	a financial accoun	1	
	in a foreign country (such as a bank account, securities account, or other financial account)? (See instructions for		1 1	
	exceptions and filing requirements for form TD F 90-22.1.)			X
	If "Yes", enter the name of the foreign country		歴史	915
1	Was the corporation the grantor of, or transferor to, a foreign trust that existed during the current tax year, whether		1 1	
	corporation has any beneficial interest in it? If "Yes," the corporation may have to file Forms 3520, 3020-A, or 926		-	X
7	Check this box if the corporation has filed or is required to file Form \$264, Application for Registration of a Tax		1000	罐
	Shelter			趣
4	Check this box if the corporation issued publicly offered debt instruments with original issue discount		1573	52
	If so, the corporation may have to file Form \$281, Information Return for Publicity Offered Original Issue Discount In		500	
9	If the corporation: (a) filed its election to be an S corporation after 1966, (b) was a C corporation before it elected	0		깾
	be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the		180	3
	basis of any other property) in the hands of a C corporation, and (c) has net unrealized built-in gain (defined in sec	son		3
	1374(d)(1)) in excess of the net recognized built in gain from prior years, enter the net unrealized built-in gain radu	ced		34
	by net recognized built-in gain from prior years (see instructions)		F 3	1957
				33
1	0 Check this box if the corporation had subchapter C earnings and profits at the close of the tax year (see instruction)	i)		
				11
Ľ	Designation of Tax Matters Person (See instructions.)			
_	er below the shareholder designated as the tax matters person (TMP) for the tax year of this return.			
	me of Identifying			
61	agnised TMP SALEH HACHEM number of TMP			
4	tress of 6939 HACHEM DRIVE			
a	The state of the s			_

		(a) Pro rata shere items		(b) Total amount
-	-	Ordinary income (loss) from trade or business activities (page 1, line 21)	1	-23,460
		2 Net income (loss) from rental real estate activities (attach Form 8825)	2	- 1
- 1	er (3a Gross income tromatting cental activities	1	
n		b Expenses from other initial activities (attach schedule) 3b	1	
c	32 4	e Net income (loss) = 1 other rental activities. Subtract line 3b from line 3a	3c	_
m	201	4 Portfolio incomo (fuss)		
	-	a Interest income	4.3	
		b Dividend income	4b	
		e Royalty income	4c	
L	10 11	d Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	4d	
		e Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	40	
		f Other portiolio income (loss) (attach schedule)	41	
		Net gain (loss) under section 1231 (other than due to casually or theft) (attach Form 4797)	5	
		DATE RESERVED TO SANDER SERVED STATE OF THE SE	-	
_	-	6 Other income (loss) (attach schedule)	6	
D	,	7 Charitable contributions (see instructions) (attach schedule)	7	
e		8 Section 179 expense deduction (altach Form 4562)	8	
d	7.4	9 Deductions related to portfolio incorne (loss) (see instructions) (flerrize)	9	
		10 Other deductions (attach schedule)	10	
1	1	11 a Interest expense on investment debts	11a	
	n	b (1) Investment income included on lines 4a, 4b, 4c, and 4f above	115(1)	
v	t	(2) Investment expenses included on line 9 above	11b(2)	
		12a Credit for alcohol used as a fuel (attach Form 6478)	12a	
		b Low-income housing credit (see instructions):	EL ZE	
C	22	(1) From partnerships to which section 42(j)(5) applies for property placed in service before 1990	12b(1)	
r	- 1	(2) Other than on line 12b(1) for property placed in service before 1990	12b(2)	
ď		(3) From partnerships to which section 42(j)(5) applies for property placed in service after 1989	12b(3)	
1		(4) Other than on line 12b(3) for pronerty placed in service after 1989	12b(4)	
t		e Qualified rehabilitation expenditures related to rental real estate activities (attach Form 3466)	12c	
		d Credits (other than credits shown on lines 12b and 12c) related to rental real estate activities	61.75	
		(see instructions)	12d	
		e Credits related to other rental activities (see instructions)	120	
		13 Other credits (see instructions)	13	
A	P	14a Depreciation adjustment on property placed in service after 1986	14a	
3	9	b Adjusted gain or loss	146	
å	1	c Depletion (other than oil and gas)	146	
т.	11	d (1) Gross income from oil, gas, or geothermal properties	14d(1)	
ä	m	(2) Deductions allocable to oil, gas, or geothermal properties	14d(2)	
	8	e Other adjustments and tax preference items (attach schedule)	14e	
		15a Type of income >	-	
F	т	b Name of foreign country or U.S. possession ▶		
ř	a	c Total gross income from sources outside the United States (attach schedule)	15c	
	x	d Total applicable deductions and losses (attach schedule)	154	
1	8	e Total foreign taxes (check one): Paid Accrued	15e	
9	-	f Reduction in taxes available for credit (attach schedule)	151	
		g Other foreign tax information (attach schedule)	15g	
	7	16 a Total expenditures to which a section 59(e) election may apply	16a	
		b Type of expenditures ▶		
		17 Tax-exempt interest income	17	
	-	18 Other tax-exempt income	1.8	
0	- 1	19 Nondeductible expenses	19	
t	- 1	20 Total property distributions (including cash) other than dividends reported on line 22 below	20	500.
h	- 1	21 Other items and amounts required to be reported separately to shareholders (see instructions)		
r		(attach schedule)		
59		22 Total dividend distribusions paid from accumulated earnings and profits	22	
	- 1	23 Income (loss). (Required only if Schedule M-1 must be completed.) Combine lines 1		
	1	through 6 in column (b). From the result, subtract the sum of lines 7 through 11s, 15s, and		
	- 1		23	-23,460.

-	m 11205 (1993) HACIENDA VILLAGE				Page
1.3	Schedule L Balance Sheets	-	of tax year		lax year
	Assets	(a)	38,904	(c)	(d)
	Cash		38,904		51,037
2					
	Less allowance for bad debts		-		
.2	Inventories				
4	U.S. Government obligations	1			
5	Tax-exempt securities				
6	Other current assets (attach schedule)				
7	Loans to shareholders	1		- 122	
8	Mortgage and real estate loans	March 1			
9	Other investments (attach schedule)	500,000.	ewc.ca.m.c	E00 000	COMPLETE ANTICON
10 a		18,750.	481,250.	500,000.	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
		18,750.	401,250.	54,843.	445,157
114			Printing of the second		网络公司 公司
b		E ALKANIA WALLAND		TO WALKED	
12	Land (net of any amortization)	企作的企业企业	PROBLEM STREET	The Management	Particular de los de la Constitución de la Constitu
13 a			Mary Calor Calors		海路地形 -3000
b					
14	Other assets (attach schedule)				100 101
15	Total assets	Marie Carlotte Carlos State	520,154.	AN LIFERING FROM	496,294
	Liabilities and Shareholders' Equity		STATE OF STA	"尼亚岛州外的	(公司)
16	Accounts payable				
17	Mortgages, notes, bonds payable in lass than 1 year	BUILDING WOODS		美国美国国际	
18	Other current liabilities (attach schedule)				
19	Loans from shareholders		294,128.		294,128
20	Mortgages, notes, bonds payable in 1 year or more		200,000.		200,000
21	Other liabilities (attach schedule)				
22	Capital stock		1,000.	地方的海流的時間	1,000
23	Paid-in or capital surplus		4,000.		4,000
24	Retained earnings		21,026.	AD35500 AD	-2,934
25	Less cost of treasury stock	公司		法的专业的法院的	
26	Total liabilities and shareholders' equity	企业	520,154.	是自己的	496,194
S	chedule M-1 Reconciliation of Incon	ne (Loss) per Book	s With Income (Los	s) per Return (1	ou are not required to
_	complete this schedule if the to				
	Net income (loss) per books	-23,460.	5 Income recorded on bo	and the same of th	
2 1	income included on Schedule K, lines 1		Included on Sch. K, and	is I through 6 (its-mize).	
	brough 6, not recorded on books this		& Tax-ssempt interest		
3	year (iterrize).				
			6 Deductions included or	Schedule K, lines	
3 1	Expenses recorded on books this year not		1 through 11a, 15e, and	1 164, not charged	
-	ncluded on Schedule K, lines 1	1	against book income th	is year (iterrize)	
1	hrough 11a, 15e, and 16a (Remize):		В Овргесиран		
4	Degreciation	1			
į,	Travel and entertainment				
			7 Add lines 5 and 6		
4 /	Add lines 1 through 3		8 Income (teas) (Schedule A. w		-23,460.
8	hedule M-2 Analysis of Accumulate	d Adjustments Acc	count, Other Adjustr	ments Account, a	and Shareholders
30	Undistributed Taxable I	ncome Previously	Taxed (See instructions)	
		(a) Accumulated	(b) Other adjust:	ments (C) Share	halders' undistributed
		adjustments eccount	4000981	lana bie	income proviously taxed
1	Balance at beginning of tax year	21,02	6.		
2	Ordinary income from page 1, line 21				100
3	Other additions				TANK TO SERVICE STREET
4	Loss from page 1, line 21	(23,46	(0)		MARKET TO THE PARTY OF THE PART
5	Other reductions				Mark .
6	Combine lines 1 through 5	-2,43	A PRINT AND ADDRESS OF THE PARTY OF THE PART		
7	Ostributions other than dividend distributions .		0.		
ā	Salence at englist (an year, Subtractions 7 from Sea 8	-2,93	4.		
					Enrm 11705 (199

4562

Depreciation and Amortization (Including Information on Listed Property)

OMB No 1545-0172

1993

Oes -	nat Revenue Service	► See s	eparate instructions.	Attach this for	m to your ret	lum.		Sequence No. 67
-	ne(s) shown on refurn		- Landard Control					Identilying number
	CIENDA VILLAGE	UTILITIES	. INC.					
-	ness or activity to which this is	the same and the s						
	RM 1120S, PG 1.	A second territory in the contract of						-
-			l'angible Property (Section 179)	(Note: If yo	u have any	Liste	d Property."
		lore you complete P		LIFE COLLEGE CONTROL				
1	Maximum dollar limitation (II			s.)		element i	11	\$ 17,500
2	Total cost of section 179 property placed in service during the tax year (see instructions)						2	
3	Threshold cost of section 17						3	\$ 200,000
4	Reduction in limitation. Subl						4	
5	Dollar limitation for tax year.							
	marned fling separately, see						5	
		scription of property		(b) Cost) Elected o	ost	The same statement
6							al e	
-								Bullion Albert
7	Listed property. Enter amou	nt from line 26	es an en en en en en en	0.000.0	7			100000
8	Total elected cost of section		amounts in column (c), lin	nes 6 and 7	104 1004040404040	or order	8	
9	Tentative Juction, Enter ti					64 E0572-3	9	1111
10	Carryover of disallowed ded						10	
11	Taxable income limitation. E				12 210/01/21/01/2	70.00	11	
12	Section 179 expense deduc						12	
13	Carryover of disallowed ded				13		*	110000000000000000000000000000000000000
	: Do not use Part II or Part III				cellular teleph	ones.		Annual Control of the
	in computers, or property use							
Pa	Listed Property	0	laced in Service		ing Your 1	993 Tax	Year	(Do Not include
,	(a) Classification of property	(b) Month and year placed in pervice	(5) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Met	hed	(g) Copreciation deduction
14	General Depreciation System	n (GDS) (see instruc	tions):		-	_		
	3-year property	35000				-		
b	5-year property	州西州安全和 原						
c	7-year property	作家的體						
d	10-year property	CALL STATE OF THE				-		
	15-year property					-		
f	20-year property				-			
g	Residential rental			27.5 yrs.	MM	5/1,		
	property			27.5 yrs.	MM	S/L		
h	Nonresidential real				MM	5/L		
	property				MM	S/L		
1.5	Alternative Depreciation Syst	iem (ADS) (see instr	uctions):					
4	Class life	10 May 2 (34)				S/L		
ь	12-year			12 yrs.		S/L		
c	40-year			40 yes.	MM	S/L		
De	of III Other Description	tion (Do Not In	akuda Lietad Dropa	etu)				
Pa	rt III Other Deprecia	nou (no wor in	clude Listed Prope	1197				
16	GDS and ADS deductions to	r assets placed in s	ervice in fax years beginn	ing before 1993	see instruction	ns)	16	36,093
7	Property subject to section 1	68(f)(1) election (see	e instructions)				17	
8	ACRS and other depreciation	n (see instructions)	LV a L-Y-Y-	Han Jac	10		18	
Pa	rt IV Summary							
9	Listed property Enter amoun	of from lose 26					19	
0	Total. Add deductions on lin		5 to column (n), and lines	16 through 16 f	oter here		1.9	
1.51	and on the appropriate lines		[[마다보다 아이지 않는 바람이 뭐 하나 뭐 하다]				20	36,093.
11	For assets shown above and	장아이 보다 아이를 하는 것이 없다.					2.0	20,077

the portion of the basis attributable to section 263A costs (see instructions)

SCHEDULE K-1 (Form 1120S)

Shareholder's Share of Income, Credits, Deductions, etc.

▶ See separate Instructions.

For calendar year 1993 or tax year

1993

OMB No. 1549-0120

Department of the Treasury Internal Revenue Service Shareholder's identifying number >

SALEH HACHEM

Shareholder's name, address, and ZIP code

1993, and ending

Corporation's identifying number ►

Corporation's name, address, and ZIP code HACIENDA VILLAGE UTILITIES, INC. 6939 HACHEM DRIVE

, 19

6939 HACHEM DRIVE 6939				HACHEM DRIVE RICHEY, FL 34668-1398			
B Intern	nei Rev helter	r's percentage of stock ownership for tax year (see instructions for renue Service Center where corporation filed its return > ATL registration number (see Instructions for Schedule K-1) (cable boxes: (1) Final K-1 (2) Amended	ANTA, GA		▶ 100.000°		
		(a) Pro rate shere items		(b) Amount	(c) Form 1040 filers enter the amount in column (b) on:		
	1	Ordinary income (loss) from rade or business activities	1	-23,460	h		
	2	Net income (loss) from rental real estate activities			See Shareholder's Instructions for Schedule		
	3	Net income (loss) from other rental activities	3		K-1 (Form 11205).		
	4	Portfolio income (loss):					
		Interest	4a		Sch. B, Part I, line 1		
Income	b	Dividends	4b		Sch. B, Part II, line 5		
(Loss)	c	Royalties	4c		Sch. E, Part I, line 4		
	d	Net short-term capital gain (loss)	4d		Sch. D, fine 5, col (f) or (g)		
		Net long-term capital gain (loss)	4a		Sch. D, line 13, col (f) or (g)		
	1	Other portfolio income (loss) (attach scheuule)	4t		(Enter on appl. one of your return.)		
	5	Net gain (loss) under section 1231 (other than due to casually	605		See Shareholder's Instructions		
)		or theft)			for Schedule K-1 (Form 11293).		
	6	Other income (loss) (attach schedule)	6		(Enter on appl. line of your return.)		
DOM: U	7	Charitable contributions (see instructions) (attach schedule)	7		Sch. A, line 13 or 14		
Deduc-	8	Section 179 expense deduction			See Shareholder's instructions		
tions	9	Deductions related to portfolio income (loss) (attach schedule)	9		for Schedule K-1 (Form 1120S).		
	10	Other deductions (attach schedule)	10		1		
Invest-	11a	Interest expense on investment debts	11a		Form 4952, line 1		
ment	b	(1) Investment income included on lines 4s, 4b, 4c, and 4f above	na b(1)		See Shareholijar's instructions		
Interest		(2) Investment expenses included on line 9 above	b(2)		for Schedule K-1 (Form 11205).		
	12a	Credit for alcohol used as fuel	12a		Form 6478, line 10		
	b	Low-income housing credit	EFA				
		(1) From section 42(((5) partnerships for property placed in service before t	900 b(1)		h		
- 1		(2) Other than on line 12b(1) for property placed in service before 1980	b(2)		Form 8586, line 5		
es = 1		(3) From section 43(j±9) partnerships for property placed in service after 190	-				
Credits		(4) Other than on line 12b(3) for property placed in service after 1809	b(4)				
	c	Qualified rehabilitation expenditures related to rental real estate	1 1				
		activities (see instructions)	12c		n e		
	d	Credits (other than credits shown on lines 12b and 12c) related t	100000000		See Shareholder's Instructions		
		rental real estate activities (see instructions)	12d		for Schedule E-1 (Form 11205).		
		Credits related to other rental activities (see instructions)					
Adlust	13	Other credits (see instructions)					
Adjust- ments	14a	Depreciation adjustment on property placed in service after 1986			See Shareholder's		
and Tax	ь		14b		Instructions for		
Prefer-	6	Depletion (other than oil and gas)	d(1)		Schedule K-1 (Form		
ence	0	Gross income from oil, gas, or geothermal properties Deductions allocable to oil, gas, or geothermal properties	Q(3)		1120S) and Instructions		
Items		Other adjustments and tax preference items (ntiach schedule)	140		lor Form 6251		
		Other adjustments and his preference ments (makin screeder)	1,461				

SUPPORTING SCHEDULE

FOR: FORM 1120S, LINE 19

OTHER DEDUCTIONS

DESCRIPTION	AMOUNT
ELECTRIC EXPENSE	4311
FEES AND LICENSE PERMITS	501
MISCELLANEOUS	5
OUTSIDE SERVICES	4,484
PROFESSIONAL FEES	1,458
SUPPLIES	381
UTILITIES	535
WATER	3,598

TOTAL: 15,273.

U.S. Income Tax Return for an S Corporation OMB No. 1545-0130 > Do not file this form unless the corporation has timely filed Form 1120S Form 2553 to elect to be an 5 corporation. 1993 > See separate instructions. Department of the financy 1003 and ending For calendar year 1993, or les year beginning C Employer Identification no. A Date of election as DEC93 507 4930 an S Corporation IRS HACIENDA VILLAGE UTILITIES INC D Datu Incorporated tabel. 11/21/91 % SALEH H ACHEM 083 R Other. 11/21/91 8 Business code 6939 HACHEM DR wise. no (see Specific E Total assets (see Specific FL 34668-1398 please PORT RICHEY Instructions) print Instructions) or type. 496,194. 4930 (3) Change in address (4) Amended return Final return Check applicable boxes: (1) initial roturn (2) Check this lies if this 5 corporation is subject to the consobdated audit procedures of sections 6241 through 6245 (see instructions before checking this box) Enter number of shareholders in the corporation at end of the tax year Caution: Include only trade or business income and expenses on lines 1s through 21. See the instructions for more information. 51,016 51,016. B Loss returns and allewances 1a Gross receipts or sales 2 Cost of goods sold (Schedule A, line 8) . n 51,016. 3 c Not gain (loss) from Form 4797, Part II, line 20 (attach Form 4797) 4 0 m 5 Other income (loss) (see instructions) (attach schedule) 51,016 6 Total income (loss). Combine lines 3 through 5. y Compensation of officers Sc Salaries and wages 5,615. 9 9 Repairs and maintenance 10 10 Bad debts 14,364. 11 D i 11 3,131. 9 12 12 Taxes and licenses 13 13 u , 14a Depreciation (see instructions) C) 1 ! Depreciation claimed on Schedule A and elsewhere on return 36,093. 14c Subtract line 14b from line 148 0 15 Depletion (Do not deduct oil and gas depletion.). n i 16 16 17 17 Pension, profit-sharing, etc., plans 18 18 Employee benefit programs 15,273. 19 Other deductions (see instructions) (attach schedule) 19 74,476. 20 Total deductions, Add lines 7 through 19. . . 20 -23,460. Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6 21 21 22 Tax: a Excess net passive income tax (attach schodule) т á × 22c c Add lines 22a and 22b (see instructions for additional taxes) Ł Payments: P b Tax deposited with Form 7004 у 23d m d Add lines "Ta through 236 24 Estimated tax penalty (see instructions). Check if Form 2220 is attached . n 25 Tax due - If the lotal of lines 23c & 24 is larger than line 23d, enter amount owed. See inst. for depositary method of payment. 🕨 25 t . Overpayment - If line 23d is larger than the total of lines 22c and 24, enter amount ovellipsid Refunded ▶ Enter amount of tine 26 you want: Credited to 1994 estimated tax > Under penalties of perjury, I doctors that I have examined this return, including eccompanying schedules and statements, and to the best of my hno-intedge and baker, it is true, correct, engicemplete. Declaration of preparar jother than tempeyer in based on all information of which preparar has any knowledge. Please 2-15-94 Sign PRESIDENT Here Titla Date Signature of officer Preparer's social security no Deta Check if self employed Proparer's X Paid KEHOE, THOMAS L. Preparer's ▶59-2470831 cell many-branes 9501 US HIGHWAY 19, SUITE 204 Use Only ZIP Code > 14668-4641

For Player much Reduction Aci Notice, see separate instructions

Form 11205 (1983)

RICHEY, FL

Dynn tonke

FILING INSTRUCTIONS

for

HACIENDA VILLAGE UTILITIES, INC.

Please carefully review this information on how and when to file your tax return.

TAX RETURN: 1995 Federal Form 1120S

NET LOSS: \$ 16,451

TAX DUE: \$ -0-

When you are mailing your tax return to the IRS, please refer to the instructions below.

SIGN AND DATE: Affix the required signature, title

and date where indicated. Signature must be that of a corporate officer.

WHERE TO FILE: Internal Revenue Service

Atlanta, GA 39901

WHEN TO FILE: On or before March 15, 1996

All information including your copy of the return should be retained for at

HOUSE OF THE DESIGNATION OF THE STATE OF THE SECOND OF THE

least 3 years.

We look forward to serving you next year and in the future. If you have any questions regarding these or other matters, please call us at (813) 849-2785.

Form 1120S

U.S. .ncome Tax Return for an S _orporation

Do not file this form unless the corporation has timely filed

Form 2553 to elect to be an S corporation.

See separate instructions.

OMB No. 1545-0130

Department of the Treasur Internal Revenue Service	7		(63 to elect to be an S con See separate instructions				1995
For calendar year 199	5. or lax ven		, 1995, and endin		,	_	1000
Date of election as	Use IRS	,	LLAGE UTILITIE	al you was a second to see	-	Employ	er Identification no
11/21/91	label.	6939 HACHEM		.5, INC.	-	0	
Business code	Other-		, FL 34668-139	0	10		orporated
no (see Specific	wise,	PORT RICHET	, LD 24000-133	, 0	-		21/91
Instructions)	please				1 -		sets (see Specific
1222	print or type.	Section market by the			- 1	Instructo	5//15/1
4930	ar type:						382,928.
Check applicable	No.	Initial return (2)	Final return (3)	Change in addres	4		ended return
		is subject to the consolidated aud					is box) >
Enter number of s	hareholders	in the corporation at end of	he lax year		2414	- 1.15 V	1
Caution: Inci	ude only tra	de or business income and	expenses on lines 1a through	h 21. See the instruction	one for	more infor	maton.
1a Gross receipts	or sales	42,767. b Less	returns and allowances	6	Bal ►	1c	42,767
2 Cost of good	is sold (Sch	edule A, line 8)	the state of the s			2	
n I		e 2 from line 1c				3	42,767
The second secon		n 4797, Part II, line 20 (attach				4	42,101
00	- I to the second of the second	ch schedule)	The state of the s			-	
						5	10 070
THE RESERVE THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER.	encodestropy of techniques	mbine lines 3 through 5	THE RESIDENCE OF THE PARTY OF T	Commence of the Commence of th	and the second second second	6	42,767
					9 6(6)	7	
8 Salaries and	wages (less	employment credits)				8	
s 9 Repairs and	maintenance				4 68	9	15,814
10 Bad debts					100	10	
. 11 Rents						11	
1 12 Taxes and lic	enses					12	1,270
The second second						13	2/2:0
				나이는 이 그리고 있는데 그리 나가 있었다. 살살이	067.		
A CONTRACT CONTRACTOR OF THE PARTY OF THE PA		Schedule A and elsewhere of	[1] [1] [1] [2] [2] [3] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4	14b	, 0 , .		
/			1		_	82000	21 060
		e 14a			2.2(1)	14c	31,067
m .		t oil and gas depletion.)				15	
1				er er generalen	22.50	16	
		No., plans				17	
18 Employee be	neft program	THE			0.00	18	
n 19 Other deduct	ions (attach	schedule)				19	11,067
20 Total deduct	ions. Add th	ne amounts shown in the far	right column for lines 7 thro	ugh 19		20	59,218
		om trade or business activitie				21	-16,451
22 Tax: (a) Exc	Andrews Anna Printer and American	ive income tax (attach sched		22a		Misc H	
h Tay bear Cab	The Carlotte State of the Control			22b			
		es page 13 of the instruction		220		224	
				21.	-	22c	
		mated tax payments and am	, appead from 1994 reium	23a	_	BF 1	
b Tax deposited			300 404 400 400 400 400	235	_	Ker.	
	teral tax paid	d on fusis (attach Form 4136	****	23c			
d Add lines 23a	through 23	6		tradica oraș e		27d	
24 Estimated tax	penalty. Ch	eck if Form 2220 is attached	A PROPERTY OF THE PARTY OF THE			24	
	ne total of lin	es 22c & 24 is larger than lin	e 23d, enter amount owed.				
See page 3 o	f the instruct	tions for depositary method (of payment	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	D	25	
26 Overpaymen	t - If line 23	ld is larger than the total of it	nes 22c and 24, enter amou	int overpaid	-	26	
The second secon		ou want Credited to 1996 e		Refun	ded ►	27	
					-	-	
Ign ere	itses of perjury tree, correct, at	CI_IENT'S	of return, including accompanying year jother than turpayer) is based COPY Date	schedules and statements, on all information of which	and to 12 proparer	he best of m	ry tnowledge and owledge.
	A		Data	Charles de la constant	P	reparer's	social security no
Preparent lid signature	· P			Check if self- employed	X	openin a	en arm a discount has
e Only self-emple	TH	OMAS L. KEHOE,	C.P.A. SUITE 4	E.	No		
		RT RICHEY, FL		21	Code	▶346	68

1	m 1120S (1895) HACIENDA V_LLAGE UTILITIES, INC.		
1	Schedule A Cost of Goods Soid (See page 14 of the instructions.)		
_	I Inventory at beginning of year	1	
2	Purchases	2	
1 3	Cost of labor	3	
14	Additional section 263A costs (altach schedule)	4	
5	Other costs (attach schedule)	. 5	
6	Total. Add lines 1 through 5	. 6	
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	. 6	
9/	a Check all methods used for valuing closing inventory:	-	
	(i) Cost as described in Regulations section 1.471-3		
	(ii) Lower of cost or market as described in Regulations section 1.471-4		
	(ii) Other (marris method used and attach explanation) P		
19	b Check if there was a writedown of "subnormal" goods as described in Regulations section 1.471-2(c)		
	c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)		
	d if the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing	*** *** ***	
		1 1	
	inventory computed under LIFO	-	TVI
	e Do the rules of section 263A (our property produced or acquired for resale) apply to the corporation?	Yes	X No
1	f Was there any change in determining quantities, cost, or valuations between opening and closing inventory?	Yes	X No
_	If "Yes," attach explanation.		
85	Schedule B Other Information		
			Yes No
1	Check method of accounting: (a) X Cash (b) Accrual (c) Other (specify)▶		
2			
	(a) Business activity ➤ UTILITY (b) Product or service ➤ UTILITY		23 FSW
3	Did the corporation at the end of the tax year own, directly or indirectly, 50% or more of the voting stock of a do	mestic corporation?	
	(For rules of attribution, see section 267(c).) If "Yes," and a schedule showing: (a) name, address, and employed		1 1
	number and (b) percentage owned		. X
. 4	Was the corporation a member of a controlled group subject to the provisions of section 1561?		. X
)5	At any time during calendar year 1995, did the corporation have an interest in or a signature or other authority of		
	in a foreign country (such as a bank account, securities account, or other financial account)? (See page 14 of t		
	exceptions and filing requirements for Form TD F 90-22.1.)		. X
	- 현실 교육 등 전에 가는 사람들이 되었다. 현실 경험 등 전에 가장 보고 있는 것이 되었다. 그런		
	If "Yes", enter the name of the foreign country > Was the corporation the grantor of, or transferor to, a foreign trust that existed during the current tax year, whether		200
	corporation had any beneficial interest in it? If "Yes," the corporation may have to file Forms 3520, 3520-A, or 9	and the next that	2007
6			. 医小胡
			. 医小胡
	Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax		. 医小胡
	Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter	26	. 医小胡
	Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter Check this box if the corporation issued publicly offered debt instruments with original issue discount	26	. 医小胡
7	Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter Check this box if the corporation issued publicly offered debt instruments with original issue discount. If so, the corporation may have to file Form #281, Information Return for Publicly Offered Original Issue Discount.	26	. 医小胡
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7 8 9	Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter Check this box if the corporation issued publicly offered debt instruments with original issue discount. If so, the corporation may have to file Form 8261, Information Return for Publicly Offered Original issue Discount if the corporation: (a) filed its election to be an 5 corporation after 1986, (b) was a C corporation before it elect be an 5 corporation or the corporation acquired an asset with a basis determined by reference to its basis (or to basis of any other property) in the hands of a C corporation, and (c) has net unrealized built-in gain (defined in 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain to by net recognized built-in gain from prior years (see page 14 of the instructions) Check this box if the corporation had subchapter C earnings and profits at the close of the tax year (see page 1	at Instruments.	. 图 小湖
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7 8 9	Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter Check this box if the corporation issued publicly offered debt instruments with original issue discount. If so, the corporation may have to file Form #281, Information Return for Publicly Offered Original Issue Discount if the corporation may have to file Form #281, Information Return for Publicly Offered Original Issue Discount if the corporation may have to file Form #281, Information Return for Publicly Offered Original Issue Discount if the corporation or the corporation to be an S corporation after 1986, (b) was a C corporation before it elect be an S corporation or the corporation acquired an ashet with a basis determined by reference to its basis (or to basis of any other property) in the hands of a C corporation, and (c) has net unrealized built-in gain (defined in 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain in by net recognized built-in gain from prior years (see page 14 of the instructions). Check this box if the corporation had subchapter C earnings and profits at the close of the tax year (see page 1 of the instructions). Pesignation of Tax Matters Person (See page 15 of the instructions.) Identifying	at Instruments.	. 图 小湖
7 8 9 10 De	Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter Check this box if the corporation issued publicly offered debt instruments with original issue discount. If so, the corporation may have to file Form #281, Information Return for Publicly Offered Original Issue Discount if the corporation may have to file Form #281, Information Return for Publicly Offered Original Issue Discount if the corporation may have to file Form #281, Information Return for Publicly Offered Original Issue Discount if the corporation or the corporation to be an S corporation after 1986, (b) was a C corporation before it elect be an S corporation or the corporation acquired an ashet with a basis determined by reference to its basis (or to basis of any other property) in the hands of a C corporation, and (c) has net unrealized built-in gain (defined in 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain in by net recognized built-in gain from prior years (see page 14 of the instructions). Check this box if the corporation had subchapter C earnings and profits at the close of the tax year (see page 1 of the instructions). Pesignation of Tax Matters Person (See page 15 of the instructions.) Identifying	at Instruments.	. 图 小湖
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Sche	dule K Sharehoiders'ares of Income, Credits, Deductions, e		
	(a) Pro rata share items	(0)	Total amount
	Ordinary income (loss) from trade or business activities (page 1, line 21)	1	-16,451
	2 Net income (loss) from rental real estate activities (attach Form 8825)	2	10,131
	3 a Gross income from other rental activities		
)	b Expenses from other rental activities (attach schedule)	1	
	c Net income (loss) from other rental activises. Subtract line 35 from line 3a	3c	
	4 Portfolio income (loss):	-	
Income	a Interest income	44	
(Loss)	b Dividend income		
	c Royalty income	the second second second	
	d Net short-term capital gain (loss) (attach Schedule 0 (Form 11205))	4d	
	e Net long-term capital gain (loss) (attach Schedule 0 (Form 11205))	4a	
	f Other portlolio income (loss) (attach schedule)	41	
	5 Net gain (loss) under section 1231 (other than due to casually or theft) (attach Form 4797)	5	
	6 Other income (loss) (attach schedule)	6	
	7 Charitable contributions (attach schedule)	-	
Deduc-	8 Section 179 expense deduction (attach Form 4562)	7	
tions	[[일본 [[전시 회사 [전시] 전시] 전시 [전시	8	
gona		9	
Incomé.	10 Other deductions (attach schedule)	10	
Invest-	11 a Interest expense on investment debts	11a	
ment	b (1) Investment income included on lines 4a, 4b, 4c, and 4f above	11b(1)	
Interest	(2) Investment expenses included on line 9 above	11b(2)	
	12 a Credit for alcohol used as a fuel (attach Form 8478)	12a	
	b Low-income housing credit	100000	
	(1) From parinerships to which section 42(j)(5) applies for property placed in service before 1990	12b(1)	
	(2) Other than on line 12b(1) for prop why placed in service before 1990	12b(2)	
Credita	(3) From partnerships to which section 42()(5) applies for property placed in service after 1969	12b(3)	
	(4) Other than on line 12b(3) for property placed in service after 1989	12b(4)	
1	 Qualified rehabilitation expenditures related to rental real estate activities (attach Form 3468) 	12c	
<i>P.</i> 7	d Credits (other than credits shown on lines 12b and 12c) related to rental	The state of	
	real estate activities	12d	
	e Credits related to other rental activities	12e	
	13 Other credits	13	
Adjust-	14a Depreciation adjustment on property placed in service after 1986	14a	
ments	b Adjusted gain or loss	14b	
xaT bns	c Depletion (other than oil and gas)	14c	
Prefer-	d (1) Gross income from oil, gas, or geothermal properties	14d(1)	
ence	(2) Deductions allocable to oil, gas, or geothermal properties	14d(2)	
tems	e Other adjustments and tax preference items (attach schedule)	14a	
	15 a Type of income ▶		
	b Name of loreign country or U.S. possession ▶		
or-	e Total gross income from sources outside the United States (attach schedule)	15c	
ilgn	d Total applicable deductions and losses (attach schedule)	15d	
eaxa	e Total foreign taxes (check one):▶ Paid Accrued	15e	
	Reduction in taxes available for credit (attach schedule)	151	
	g Other foreign tax information (attach schedule)	1Sg	
	16 Section 59(e)(2) expenditures: a Type ▶	T.	
	b Amount	16b	

-	11205 (1995) HACTENDA V JLAGE	Y	NC.		Page
5	chedule L Balance Sheets	the second second second	of tax year		тах учаг
	Assets	(a)	(b) 2,149.	(c)	(d)
1	Cash		the second secon		1,765
1 ^{2a}	Trade notes and accounts receivable		4.5		少年第二分十十七十八十
1 6	Less allowance for bad debts				
3	inventories			7.	
4	U.S. Government obligations	6.00			
5	Tax-exempt securities	CONT.		1 1 1 10 10 10 10 10 10 10 10 10 10 10 1	
6	Other current assets (attach schedule)	Bertalin Street		1,363	
7	Loans to shareholders	Call State		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	Morigage and real estate loans				
9	Other inventments (attach schedule)	E00 E25	OMESTICAL CONTROL CO	500 505	
10 a	Buildings and other depreciable assets	500,575.	The second secon	500,575.	
Þ	Less accumulated depreciation	88,345.	412,230.	119,412.	381,163
11a	Depletable assets		(A)		NA SECUENATION SEC
Ь	Less accumulated depletion				
12	Land (net of any amortization)		A TOTAL PROPERTY OF THE PARTY O	(1)197年(2)20日本自由計畫	
13 a	Intangible assets (amortizable only)		A PARTY WALL TO A STATE OF		
b	Less acrumulated amortization		0.		0
14	Other assets (attach schedule)		444 400		
15	Total assets		414,379.	所名 (0 所謂的(2000年)	382,928
	Liabilities and Shareholders' Equity		LUC SHIP IN CHARGE STATE		一个一个
16	Accounts payable				
17	Morigages, notes, bunda payable in less than 1 year	加速量量			
18	Other current liabilities (attach schodule)				
19	Loans from shareholders		344,128.		
20	Mortgages, notes, bondo payable in 1 year or more		150,000.		100,000
21	Other Sabilities (attach schedule)		1 000		
b	Capital stock		1,000.		1,000
gs.	Paid-in or capital surplus		4,000.		383,128
24	Retained earnings		-84,749		-101,200
25	Less cost of treesury stock		111 070		
26	Total liabilities and shareholders' equity	SELECTION OF SELEC	414,379.	CALIFORNIA STREET	382,928.
Sc	hedule M-1 Reconciliation of Incom				ou are not required to
-	complete this achedule if the to	merculation or control of the second control	STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER. THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	A THE PERSON NAMED IN COLUMN 2	
	et income (loss) per books	-16,451.	5 Income recorded on b	The state of the s	
	come included on Schedule K, fines 1		included on 5ch. K, a	tes 1 through 6 (temize):	
	rough 6, not recorded on books this		A Tax-exempt interest \$		
y	ner (iterrize):				
. 5			6 Deductions included o	하늘 살아 있는 아무리를 하는데 하는데 그 때문	
	xpenses recorded on books this year not		1 through 11a, 15e, an		
	cluded on Schedule K, lines 1		against book income t	his year (iterraze)	
U	rough 11a, 15e, and 16b (ilemize):		a Deprecases 5		
2	Depreciation \$				
D	Travel and entertunment \$				
		16 461	7 Add lines 5 and 6		26 452
4 A	dd lines 1 through 3	-16,451.	8 Income (leas) (Schedula A.		-16,451.
Sc	hedule M-2 Analysis of Accumulate Undistributed Taxable I				ind Shareholders
_	Undistributed lacable	ncome Previously	Taxeu (See page 22 of	ine instructions)	
		(2) Accumulated	(b) Other adjus	iments (C) Share	holdery' undernauted
	Salaras at hannas at his	-84,7	No. of Concession, Name of Street, or other Designation, Name of Street, or other Designation, Name of Street, Oracle of	tasable	income previously lixed
2	Balance at beginning of tax year	-04,7	C	1	
3	Ordinary income from page 1, line 21			- 6	Charles of the
	Other additions	(16,49	51)	19	
5	Loss from page 1, line 21	1 10,4	747	N.	DIVATE TO A
4.0	Other reductions	-101,20	00		The state of the s
	Combine lines 1 through 5	244/4			
	Balance at end of tax year. Subtract fine F from fine 6	-101,20	00.		
		The state of the s			

4562

Depreciation and Amortization

(Including Information on Listed Property)

1	OMB	No.	154	5-0172	
ľ		1	99	5	

the portion of the basis attributable to section 263A costs firs for Paperwark Reduction

Form 4562 (1995)

Des	artment of the Treasury risi Revenue Service (99)	➤ See s	eparate instructions.	Attach this fo	rm to your ret	um.		Sequence No. 67
Accessed	re(s) shown on return							Identifying number
	CIENDA VIL AC	E UTILITIES,	INC.					
	iness or activity to which t							
	RM 1120S, PG							
-	art I Election to	Expense Certain 1	angible Property (Section 179)	(Note: if yo	u have any	"Liste	d Property.*
-		before you complete P.			250			
1		on. If an enterprise zone		the instructions.			1	\$ 17,500.
2		property placed in serv					2	
3		n 179 property before re					3	\$ 200,000
4		Subtract line 3 from line					4	
5	Dollar limitation for tax v	rear. Subtract line 4 from	fine 1. If zero or less, en	iter -0 If marrie	d			
_	filing separately, see pa						5	
	The second secon	Description of property		(b) Cost	(c) Elected co	est	La Company of the Com
6								COST SASS MAIN
_								Memory States and the second
7	Listed property, Enter a	mount from line 27			7			
8		ction 179 property. Add				control accesses	8	The same of the sa
9		ter the smaller of line 5 o					9	
10		deduction from 1994. S					10	T
11		es. Enter the smaller of to				ons)	11	
12		duction, Add lines 9 and					12	
13		deduction to 1996. Add			13		1	
	e: Do not use Part II or Pa				callular teleph	ones.	-	
	ain computers, or property							
_		preciation for Asse					Year	(Do Not Include
	Listed Prop							(ao mar maiaga
	Dates Frep		lection A-General Asse	t Account Flect	on			
4	If you are making the ele	The second name of the second na			Name and Address of the Owner, where the	ox wear lette	0000	,
		ounts, check this box. Se	그런 하다 없는 전기가 없다면서 잘 하는데 하나요?					▶□
_		(b) Adminth and	(c) Saxis for depreciation (business/fevestment use	(d) Rosewary	T	T		I
	(a) Classification of proper	rty year placed in service	(business/fevestment usa snly-see instructions)	pertod	(n) Convention	(f) Meth	bed	(g) Depreciation deduction
		Section B-General	Depreciation System (C	205) (See page	2 of the instruc	tions.)		
Sa.	3-year property					T		
b	5-year property							
c	7-year property	THE PARTY AND THE						
d	10-year property	The state of the s						
	15-year property	多种的					_	
t	20-year property					1	-	
g	Residential rental			27.5 yrs	MM	S/L	_	
	property			27.5 yrs.	MM	S/L		
h	Nonresidential real			30 yrs.	MM	S/L		
	property				MM	5/1		
	- Annal Annal Anna Anna Anna Anna Anna An	Section C-Alternativ	e Depreciation System	(ADS) (See page	e 4 of the instr.			
6a	Class life	2017 July 1		The same of the sa	1	S/L		
b	12-year	263.08		12 yrs		S/L		
e	40-year			40 yrs.	MM	S/L		
Ď.		-1-11	al ada 1 late d D				_	
PE	irt III Other Depre	cistion (Do Not In	clude Listed Prope	ittà) (2ee bai	ge 4 of the	instructi	ons.)
7	GDS and ADS deductor	ns for assets placed in se	ervice in tax years beginn	ing before 1995			17	31,067.
8	Property subject to section	on 168(f)(1) election .					18	
9	ACRS and other depreci						19	
pa		ee page 4 of the I						
_	7.5							
1	Listed property. Enter an		6 un debutos fed and a		Farm to		20	
£(Total. Add deductions of and on the appropriate \$							
2	For assets shown above				1		21	31,067.
A	THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO IN COLUMN TO THE PERSON NAMED IN							

Far Paperwork Reduction Act Notice, she page 1 of the separate instruction

SCHEDULE K-1 (Form 1120S)

Department of the Treasury Internal Revenue Service

beginning

Shareholder's Share of Income, Credits, Leductions, etc.

> See separate instructions.

For calendar year 1995 or tax year

, 1995, and ending

Corporation's identifying number ►

1995

OMB No. 1545-0130

Shareholder's Identifying number > ~~~ Corporation's name, address, and ZIP code Shareholder's name, address, and ZIP code HACIENDA VILLAGE UTILITIES, INC. SALEH HACHEM 6939 HACHEM DRIVE 6939 HACHEM DRIVE PORT RICHEY, PL 34668 PORT RICHEY, FL 34668-1398 Internal Revenue Service Center where corporation filed its return > ATLANTA, GA -----(2) (1) Final K-1 Amended K-1 Check applicable boxes: (e) Form 1040 filers enter (b) Amount (a) Pro rata share items the amount in column (b) on: -16,451 Ordinary income (loss) from trade or business activities 1 See page 4 and 5 of the 1 2 Sharphatdar's instructions for 2 Schedule K-1 (Form 11205). 3 3 Portlolio income (loss): 4a Sch. B. Part I, line 1 45 Sch. B. Part II. line 5 Income 40 Sch. E. Part I, line 4 (Loss) &d Sch. D, line 5, col (f) or (g) 4a Sch. D. line 13, col (f) or (g) 45 (Enter on appl. line of your return.) 1 Net gain (loss) under section 1231 (other than due to casualty See Shareholder's instructions 5 for Schedula K-1 (Form 11205). 6 (Enter on appl. line of your return.) 6 Sch. A. line 15 or 16 7 Deduc-8 See page 6 of the Shareholder's 8 Instructions for Schedule tions Deductions related to portfolio income (loss) (attach schedule) . . . 9 9 K-1 (Ferm 11205). 10 11a Form 4952, line 1 Invest-(1) Investment income included on lines 4a, 4b, 4c, and 4f abovs . . b(1) See Shareholder's instructions ment for Schedule K-1 (Form 11205). b(2) Interest 12a Form 6478, fine 10 b Low-income housing credit (1) From section 42(D(5) partnerships for property placed in b(1) (2) Other than on line 12b(1) for property placed in service before b(2) Credita (3) From section 42(I)(5) partnerships for property placed in Form 8586, line 5 b(3) service after 1989 (4) Other than on line 12b(3) for property placed in service after b(4) Qualified relibilitation expenditures related to rental real estate 12c d Credits (other than credits shown on lines 12b and 12c) related to See page 7 of the Shareholder's 12d Instructions for Schedule rental real estate activities K-1 (Form 11205) 124 13 Depreciation adjustment on property placed in service after 1966 144 Adlust-14b See page 7 of the Shareholder's ments b Adjusted gain or loss Instructions for Schedule K-1 and Tax c Depletion (other than bill and gas) 14c

Dentar.

ence

Items

d(1)

d(2)

144

d (1) Gross income from oil, gas, or geothermal properties

Other adjustments and tax preference items (attach schedule) .

(2) Deductions allocable to oil, gas, or geothermal properties

(Form 1120S) and instructions

tor Form 6231

HACIENDA	VI	LLAGE	UTI.	TIES.	INC.
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OTHER DEDUCTIONS

SUPPORTING SCHEDULE FORM 1120S, LINE 19

1995

OTHER DEDUCTIONS

	DESCRIPTION	AMOUNT
ELECTRIC EXPENSE		4,618
FEES & PERMITS	Ç= 11	4,618 4,561
MISCELLANEOUS		43
PROFESSIONAL FEES		1,505
SUPPLIES		340

TOTAL:	11.	067.

SCHEDULE K-1 (Form 1120S)

Sharel. Jider's Share of Income, Credits, Laductions, etc.

> See separate Instructions.

For calendar year 1985 or tax year

1995

OMB No. 1545-0130

Department of the Treasury Internal Revenue Service , 1995, and ending , 19 beginning Shareholder's identifying number > = = = Corporation's identifying number ▶ Shareholder's name, address, and ZIP code Corporation's name, address, and ZIP code SALEH HACHEM HACIENDA VILLAGE UTILITIES, INC. 6939 HACHEM DRIVE 6939 HACHEM DRIVE PORT RICHEY, FL 34668 PORT RICHEY, FL 34668-1398

	PCO	#mership for tax year (see Instructions for Sched are corporation filed its return ➤ ATLANTA instructions for Schedule K-1) Final K-1 Pro rate share items	T	(b) Amount	(c) Form 1040 Sters enter
, er au- mg	Fig. 3) from trade or business activities	1	-16,451.	the amount in column (b) on:
	2	Nut income (loss) from rental real estate activities	2	20/102.	See page 4 and 5 of the Shareholder's instructions for
	3	Net income (lose) from other rantal activities	3		Schedule K-1 (Form 11298),
	4	Portloio income (loss):	Sept. 5.37		
	٠.	Interest	4a		Sch. B. Part I, line 1
Income	b	Dividends	4b		Sch. B, Part II, line 5
(Loss)	0	Royaltes	4c		Sch. E, Part I, line 4
(2000)	ď	Net short-term capital gain (loss)	4d		Sch. D, line 5, col (f) or (g)
		Net long-term capital gain (loss)	40		Sch. D, line 13, col (f) or (g)
	1	Other portfolio Income (loss) (attach schedule)	41		(Enter on appl. line of your return.
	5	Net gain (loss) under section 1231 (other than due to casualty			See Shareholder's instructions
		or theft)	5		for Schadule K-1 (Form 11205).
)	6	Other income (loss) (attach schedule)	6		(Enter on appl. line of your return.
-	7	Charitable contributions (attach schedule)	7		Sch. A, line 15 or 16
Deduc-	8	Section 179 expense deduction	8 /		See page 6 of the Shareholder's
tions	9	Deductions related to portfolio income (loss) (attach schedule)	8		- Instructions for Schedule
	10	Other deductions (attach schedule)	10		K-1 (Form 11205).
Invest-	11a	Interest expense on investment debts	11a		Form 4952, line 1
ment	b	(1) Investment income included on lines 4a, 4b, 4c, and 4f above	b(1)		See Shareholder's Instructions
Interest		(2) Investment expenses included on line 9 above	b(2)		for Schodule K-1 (Form 11295).
	12a	Credit for alcohol used as fuel	12a		Form 6478, line 10
	b	Low-income housing credit	21.		
		(1) From section 42([)(5) partnerships for property placed in			
1		service belore 1990	b(1)		h
V200 1000		(2) Other than on line 12b(1) for property placed in service before			
Credita		1990	b(2)		
- 1		(3) From section 42(j)(5) partnerships for property placed in			Form 8586, line 5
		service after 1969	p(3)		rum soos, sine s
		(4) Other than on line 12b(3) for property placed in service after			
		1989	b(4)		-
	q	Qualified rehabilitation expenditures related to rental real estate	100000		
	100	activities	12c		1
	ď	Credits (other than credits shown on lines 12b and 12c) related to			See page 7 of the Shareholder's
		rental real estate activities	12d		Linstructions for Schedule K-1 (Form 11203).
		Credits related to other rental activities	120		Section (Section)
Adjust-	13 14a	Other credits	13		
) menta	1000		14a		
and Tax	c	Adjusted gain or loss Depleton (other than oil and gas)	140		Sea page 7 of the Shareholder's instructions for Schedule X-1
Prefer-	177	(1) Gross income from oil, gas, or geothermal properties	d(1)		(Form 11393) and instructions
ence		(2) Deductions allocable to oil, gas, or geothermal properties	d(2)		for Form 8251
		Other adjustments and tex preference items (effect schedule)	140		1

Form 1120S

U.S. come Tax Return for an S rporation

Do not file this form unless the corporation has timely filed

Form 2553 to elect to be an S corporation.

OMB No. 15-45-0130

Department Internal Revo	ral the Treasur, senue Service		See separate instructions.			1995
	dar year 1995	or tax year		-		
Date of	election as	Use		CI	Employe	or identification no.
	prporation	IRS	YL DEC95 S07 4930 N			
11/	21/91	label.	HACTENDA VILLAGE UTILITIES INC	DI	Date inco	orporated
B Busines	The same of the sa	Other-	7 COLEN N OCHEN			1/91
	e Specific	wise, please	6939 HACHEM DR	E		ets (see Specific
instructi	ions)	print	PORT RICHEY FL 34668-1398	1000	nstructio	133 S. C.
49	30	or type.		3		382,928.
_	applicable b	Over (1)	Initial return (2) Final return (3) Change in address	_	Ame	nded return
			a subject to the conselleted audit procedures of sections \$241 through \$245 (see instructions but			and the same of th
			in the corporation at end of the tax year			
H Enter	number of sh	arenoiders	on the corporation at end of the last year. de or business income and expenses on lines 1s through 21. See the instructions	Ann an	and inter	
	Grees receipts		42,767. b Lass returns and allewances c Bal	-	10	42,767.
			odule A, line 8)	-	2	10.000
			a 2 from line 1C	·	3	42,767.
			n 4797, Part II, line 20 (atlach Form 4797)		4	
. 5			ch schedule)		5	
6	Total Income	(loss). Co	mbine lines 3 through 5	Þ	6	42,767.
7	Compensatio	n of officers			7	
8 :	Salaries and	wages (less	employment credits)	L	8	
5 9 1	Repairs and	maintenance	•	[9	15,814.
10	Bad debts				10	
D . 11 1	Rents			. [11	
0 1 12	Taxes and lic	enses		[12	1,270.
d t	Interest			[13	
W .				7.	2000 E	
2.11			Schedule A and elsewhere on return		19.523	
			m 14a		14c	31,067.
n 15			t oil and gas depiction.)	-	15	
				-	16	
			atc., plans		17	
18	Employee he	n-snaring, s	ms		18	
			schedule)		19	11,067.
19 (Total deduct	iona (attach	he amounts shown in the far right column for lines 7 through 18	21	20	59,218.
			om trade or business activities. Subtract line 20 from line 6		21	-16,451.
				-	21	-10,431.
			sive income tax (attach schedule)	-	100	
	Tax from Sch			-	Sec. 2)	
			see page 13 of the instructions for additional taxes) .	-	22c	
4 23 F	Payments: (a) 1995 esti	mated tax payments and arm, applied from 1994 return 23a	_		
b 1	Tax deposited			_	- 1	
	Credit for Fed	leral tax pai	d on fuels (attach Form 4136)	_		
V 1	Add lines 23s			- 1	23d	
m 24 E			neck if Form 2220 is attached		24	
			nes 22c & 24 is larger then line 23d, enter amount owed.		1	
			tions for depositary method of payment.	P	25	
			3d is larger than the total of lines 22c and 24, enter amount overpaid	b	26	
27 €	Enter amount	of line 25 y	ou want: Credited to 1996 estimated tax ► Refunde	d₽	27	
					in the second	
Piease	Under gene	thes of perjur	y, Litectors that I have sasmined this taken, makefing accompanying schedules and statements, and Cagoniste. Oscier taken all all great statements are taken on all information of which pr	d to In	e best af	my ting whedge and
Sign	Senet itig	true, correct, i	<u> </u>			no wie dige.
Чеге	A		PRESICI	6.4:	*	
)	F. Sign	Salure of off				
	Preparer		D / Date / / Check if self-	p,	eparer's	social security no
Paid	signature	1	1 frompo Lehoc 2/7/96 amployed X	11		481404-002
Preparer's	The same of the sa	, T	HOMAS L. KEHOE, C.P.A. ELI	40	1	
Use Only	tor yours if		609 RIDGE ROAD, SUITE 4			
	and address	, P	ORT RICHEY, FL ZIP	Code	▶346	68

U.S. Income Tax Return for an S Corporation >Do not file this form unless the corporation has timely filed

Form 2553 to elect to be an S corporation.

1996

Degactment of	the f	magary mid	s See separata Instru	etions.		
A STATE OF THE PARTY OF THE PAR		1996, or lax year begin				
A Date of e	-	The second secon	C Emolos	ver Identification no		
1 carpers		IRS	HACIENDA VILLAGE UTILITI			
11/2	1/5	1 Other-			D Date me	no grape get en di
S Supers	-11	wise,	6939 HACHEM DRIVE		11/2	21/91
				E 1-141.091	414 (6=p <0-pc-7- == ;	
4930		type.	PORT RICHEY FL	34668-1398	5	464,082
		able boxes (1)	teitial seturn (2) Final return (3)	Change in address (4)	Arrier	ided return
			ng i to the computated audit procedures of sections 674 (this	regit 6245 (see include built he long th	erkong this bin	·j 🕨 [
			corporation at end of the tax year			· 1
-	Cau	tion: Include only trad	e or business incurrie and expenses on lines is thro	ough 21. See the instructions to	nure infor	nation
	12		75, 188 b Less returns & alle mances L	c Bai b		75,188
	2	Cost of goods sold (S	chedule A. line 8)		2	
Income	3	Gross profit. Subtract			3	75,188
MARKET CO.	4		orm 4797, Parl II, line 20 (attach Form 4797)		4	
	5	Other income (loss) (5	
	6		Combine lines 3 through 5		6	75,188
	7	Compensation of offic			7	
	8		ess employment credits)		8	
	9	Repairs and maintens			9	29,558
	100	Bad debts	rice .		10	
	10				11	
	11	Rente			12	1,129
Deductions		Taxes and licenses			13	
	13	Interest		148 39,94	transfer out the contract of t	
(nee page 15	14a	Depreciation (if require		14b	4	
of the	ь	사용이 발전 (##1) 시시 전문 시험을 했다고 있다.	on Schedule A and elsewhere on return	140]	14c	39,949
mairuchana	c	Subtract line 14b from			15	321212
fine	15	Depietion (Do not dec	duct oil and gas depletion.)			
Sentations)	16	Advertising			16	
	17	Pension, profit-shadin	g, etc., plans		17	
	18	Employee benefit pro-	gi arris	See Sch	18	6,825
	19	Other deductions (atta		77,461		
	20	Total deductions, Ad	20	The second secon		
	21) from trade or business activities. Subtract fine 20 i	trons liste 6	21	-2,273
	22	Tax: a Excess net	passive income tax (attach scfx)	228	-	
	b	Tax from Schedule D	(Form 11205)	22b	-	0
	c	Add in. 22a & 27b (see pg.	13 of the men tar addnt. (aves)	T T	22c	- 0
	23	Payments: a 1996	est tax pyrril & amount applied from 1995 return	23a	-	
Tax and	b	Tax deposited with Fo	nm 7004	236	-	
Payments	c	Credit for Federal tax	paid on kiels (attach Form 4136)	23c	_	
	d	Add lines 23a through			234	
	24	Estimated tax penalty.	Check if Form 2220 is attached	► [24	
	25	Tax due. If the total o	l lines 22c and 24 is larger than line 23d, enter arro	unit owed. See page	1	
			e depository method of payersent	,	25	0
	26	Overpayment If line	23d is lauger sharr the total of lines 22c and 24, enter	ansount overpaid	26	
	27	Enter amount of he 20 year	want Credited to 1997 estimated tax >	Refunded I	27	
Please		Under penantur BAM	The ALLEST STATE OF THE PARTY O	from extengules and statements and	in the best of	my kinner manager
	- 1	and habel it is the	The state of the s	2 7 100	gargia en Ray A	my there are store
Sign		P BRING	I STIPLIE A AAI I	23/9/		
Here		Segrature of others	64	te Sitte		
	1	Property A	Ondias On a Con	e Chees d'sett	" records	to the state of the second of
Paid		segrature P	1 MAGE - 641 - (1 - 0A)	6/26/97 ***** \$	4	
Preparer	s	from a name (m)	Fielder & Company, CPAs		Dt.	
Adding the same	- 1	****** *** ***************************	11902 N. Dale Mabry, #10	()		
Use Only		A2 A-24/4/4 1 1	Tampa, FL		715 B	33624
	_	A CAMPAGE	and the state of t			

RICHEY, FL 34668

Address of

designated TMI-

131 ---

Schedu	Ile K			A. Frank
	-	(a) Pro rata shore items	1	(b) Total arround -2, 273
	1	Ordinary Income (loss) from trade or business activities (page 1, line 21)	-	-6,213
	2	Net income (loss) from rental roof estate activities (attach Form 8825)	2	
	3a	Gross income from other rental activities 3a	-	
	Ь	Expenses from other rental activities (attach schedule) 3b	-	
Income	c	Net income (loss) from other rental activities. Subtract line 3b from line 3a.	34	
(Loss)	4	Portfolio income (foss)	-	
1		Interest income	4.3	
	ь	Dividend income	4b	
	e	Royalty income	4c	
	d	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	4d	
		Not long-term capital gain (loss) (attach Schedule D (Form 1120S))	4e	
	,	Other portfolio Incorne (loss) (attach schedule)	41	
	5	Net gain (loss) under section 1231 (other than due to casualty or thelt) (attach Form 4797)	- 5	
	6	Other income (loss) (attach schedule)	- 6	
	7	Charitable contributions (attach schedule)	7	
Deductions	8	Section 179 expense deduction (stlach Form 4562)	- 8	
0130000	9	Deductions related to portfolio income (loss) (itemize)	9	
	10	Other deductions (attach schedule)	10	
Invest-	11a	Interest expense on investment debts	1 ta	
ment	b	(1) investment income included on lines 4a. 4b, 4c, and 4f above	11b(1)	
Interest		(2) Investment expenses included on line 9 above	115(2)	
	12a	Credit for alcohol used as a fuel (attach Form 6478)	12a	
	ь	Low-income housing credit:		
		(1) From partnerships to which section 42(j)(5) applies for properly placed in service before 1990		
		(2) Other than on line 12b(1) for property placed in service before 1990		
		(3) From partnerships to which section 42(j)(5) applies for property placed in service after 1989	125(3)	
Credits		(4) Other than on line 12b(3) for property placed in service after 1989	12b(4)	
	c	Qualified rehabilitation expenditures related to rental real estate activities (attach Form	100	
		3468)	12¢	
	d	Credits joiner than credits shown on in. 126 & 12c) related to rental real estate activities	12d	
		Credits related to other rental activities	12e	
	13	Other credits	13	
	14a	Depreciation adjustment on property placed in service after 1986	14a	
Adjust-		Adjusted gain or loss	14b	
ments	A 55	Depletion (other than oil and gee)	14c	
and Tax	100	(1) Gross Income Irom oil, gas, or geothermal properties	14d(1)	
Preference	-	(2) Deductions allocable to oil, gas, or geothermal properties	14d(2)	
Items		Other adjustments and tax preference liens (attach schedule)	140	
	15a	Type of incomer ▶		
		Name of foreign country or U.S. possession ▶		
	c	Total gross income from sources outside the United States (attach schedule)	15c	
Foreign	d	Total applicable deductions and losses (attach schedule)	15d	
Taxes		Total loreign taxes (check one) ► Paid Accused	1Se	
	,	Reduction in taxes available for credit (attach schedule)	151	
		Other foreign tax information (attach schedule)	15g	
	16		1	
	ь	Section 59(e)(2) expenditures a Type >	isb	
	17	Так-охептрі нііргезі пколне	17	
	18	Other tax-exempt income	18	
	19	Nondeducuble expenses	19.	
Other	20	Trital property distributions (including casts) relies their directions reported on line 22 below	20	
	21	Other neura and amounts required to be reported separately to sharefulders (affacts		
	22	Schrödule) Tutal dividend distributions paid from accumulated earnings and profits.	27	
	22	tina dividored distributions paid train accumulated elements and provisions. Improve floss) (flagment only if Schoduler M-1 resist be completed.) Combine lines.		
	23	thingth Circolanus (b) From the result subtract the sum of least through the 15e and	1 1	
			11	1 -2,271
		1Lt		the state of the s

Page 3

From 11205 (1990) HACIENDA VILLAGE UTILITIES, INC.

SCHEDULE K-1 (Form 1120S)

Shareholder's Share of Income, Credits, Deductions, etc.

See separate instructions.
 For calendar year 1996 or tax year

1996

UNA Rev. 1545-11130

Department at the free-tury beginning and ending

Shareholder's Identifying number ▶

Shareholder's name, address and ZIP code

SAM_HACHEM

SAM_HACHEM

6939_HACHEM_DRIVE

SAM_DRIVE

SAM_

PORT	RIC	CHEY FL 34668	PORT RI	CHEY	FL 34668-1398
B Internal C Tax she	Reve ter re	s percentage of stock ownership for tax year (see instructions for service Center where corporation filled its return ▶ ligistration number (see instructions for Schedule K-1) able boxes. (1) ☐ Final K-1 (2) ☐ A	Schedule K-1) Atlanta	, GA 39901	► 100.000000°
U CHRCA I	ррис	(a) Pro rais share items		(b) Amount	(c) Form 1040 liters enter the arrount in column (b) on
	1	Ordinary income (loss) from trade or business activities	1	-2,273	7
	2	Net income (loss) from rental real estate activities	2		
	3	Net income (loss) from other rental activities	3		Shareholder's instructions to Schedule K-1 (Form 1/20%)
	4	Portlolio income (loss):			
		Interest	4a		Sch. B. Part I. line 1
	b	Dividends	4b		Sch. B, Part II. line 5
Income	c		4c		Sch. E, Part I. line 4
(Loss)	d	Net short-term capital gain (loss)	4d		Sch. D. line 5, cal. (f) or (g)
			40		Sch. D. line 13, col. (1) or (g)
	1		(Enter un appl. In. of your return		
	5	Net gain (loss) under section 1231 (other than due to casualty or		See Sharpholder's Instructions	
		theft)	for Schedule K-1 (Form 11205).		
	6	Other income (loss) (attach schedule)	6		(Enter on appl. In. of your return.)
	7	Charitable contributions (attach schedule)	7		Sch. A, line 15 or 16
	8	Section 179 expense deduction	8		See sage & of the Sharbolder's
Deductions	9	[12] [12] [13] [13] [13] [13] [13] [13] [13] [13			matriciners to Schadule A-1
	10	Other deductions (attach schedule)	10		
Investment	114	Interest expense on investment debts	11a		Form 4952 fire 1
Interest	ь	(1) Investment income included on lines 4z, 4b, 4c, and 4l about	/e b(1)		See Shareholder's instructions
		(2) Investment expenses included on line 9 above b(2)			tour fic he-dustr 4 - 1 (Form # 11247)
	12a	Credit for alcohol used as fuel	12a		Form 6478, line 10
	b	Low-income housing credit:	1 1		
		(1) From section 42(j)(5) partnerships for property placed in			
		service before 1990	b(1)		
		(2) Other than on line 12b(1) for property placed in service below	The second second		
		1990	b(2)		Form 8586 line 5
		(3) From section 42(j)(5) partnerships for property placed in			
Credits		service after 1989	b(3)		
		(4) Other than on time 12b(3) for property placed in service after	No. 1		1
	1000	1989 Qualified rehabilitation expenditures rolated to rental real estate	p(4)		_
			120		
	et	activities Credits (other than credits shown on lines 12b and 12c) related	1.50		Sexpage / int the Shareholder is
	u	lo rental real estate activities	12d		bratisetimes for Schedule 8. 1
	140	Credits related to other rental activities	120		gR
	13	Other credits	13		J
Adjust-	_	Disprisciation adjustment on property placed in service after 1966			Tee page for the
nents		Adjusted gain or loss	14b		Ka
ind Tax		Depletion (other than or and gard	14c		
refer -	1.5	(1) Gross income from rift, gas or genthermal properties	d(1)		-
ence		(2) Deductions allocable to oil gas, or geodicimal properties	(3(2)		-11.31
terns		Other adjustnesses and tax preference items	14e		74

Form 4562

Depreciation and Amortization (Including Information on Listed Property)

940	9	44	5	Ů.	٠.
		1	a	ť	١/

Identifying number

1990

Department of the freature televisia Revenue Service

▶ See separate Instructions.

P Attach Iliis form to your return

Attachment of No 67

Mammist shame on arturn HACTERDA VILLAGE UTILITIES, INC. 11205 Election To Expense Certain Tangible Property (Section 179) (Note: 11 your harr any Dated grouperty, Complete Pt. V. National Co. Pari I \$17,500 Maximum dollar firstation. If an enterprise zone business, see page 2 of the instructions 1 2 Total cost of section 179 property placed in service. See page 2 of the instructions 2 \$200,000 3 Threshold cost of anction 179 property before reduction in limitation 3 4 Reduction in Irritation. Subtract line 3 from line 2. If zero or less, enter -0-4 Dollar limitation for law year. Subtract line 4 from line 1. If zero or less, order -0 - If manigd 5 liting separately, see page 2 of the instructions (b) Coal (business use only) (C) Elected cost (3) Description of property 6 7 7 Listed property. Enter amount from line 27 8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7 8 9 Tentative deduction. Enter the smaller of line 5 or line 8 9 10 Carryover of disallowed deduction from 1995. See page 2 of the instructions 10 Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions) 11 11 12 Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11 12 Carryover of disallowed deduction to 1997, Add lines 9 and 10, less line 12 NO.E. Do not use Part if or Part lift below for bated property (automobiles, certain other selectes, carbon retaphones, serium computers, or property used for entertainment, recreation, or anuscement, instead use Part V to bated property. MACRS Depreciation For Assets Placed in Service ONLY During Your 1996 Tax Year (Control Property Part II Section A-General Asset Account Election If you are making the election under section 168(I)(4) to group any assets placed in service during the tax year into one or more general asset accounts, check this box. See page 2 of the lines of one Section B-General Depreciation System (GDS) (See page 3 of the instructions) d) Recevery (c) Basis for depreciation (b) Menth and (f) Mathed (C) Degreciption deduction (e) Convention year placed in (a) Classification of property anneas/finusistment use anter see instructions) service 15a 3-year property 750 DDB MQ 35,000 5.0 b 5-year property C 7-year property d 10-year property e 15-year property 1 20-year property 25 yrs 5/1 g 25-year property S/L 27.5 yıs. MM h Residential rental MAL S/L 27.5 yrs properly 39 yrs MM SA Nonresidential real MM SA property Section C-Alternative Depreciation System (ADS) (See page 4 of the instructions) 5/1 16a Class Me SA 12 yıs b 12-year SIL 40 yrs C 40-year Other Depreciation (Do Not Include Listed Property.) (See page 4 of the Instructions) Part III 18, 199 17 GDS and ADS deductions for assets placed in service in tax years beginning before 1996 18 18 Property subject to section 168(f)(1) election 19 19 ALRS and other depreciation Part IV Summary (See page 4 of the instructions) 20 20 1 roand property. Enter amount from five 26 Fotal Add deductions un line 12, lines 15 and 16 in children (g), and lines 17 lieuugh 20. Either hear 2.1 39,949 21 and an the appropriate leads of your return. Partnerslags and S corporations rice instructions I - in arts deswir above and placed in service during the current year, order 22 22 the position of the basis attributable to section 263A costs 4562

Form 1120S, P1 6/26/97

HACIENDA VILLAGE UTILITIES, INC. FYE: 12/31/96 EIN: 11321

Form 1120S, Page 1, Line 19 - Other Deductions

Description	Amount
ank charges	\$ 120
Electric expense	4,552
Tees & permits	839
rofessional fees	1,105
Supplies	209
upprice	\$ 6,825

Form	7004
s. Dave.	

Application for Automatic Extension of Time

ONE No. 1545-0233

1074 1274 1274 1274 1274 1274 1274 1274 12	17 File Corpor	ration income tax neto		
Department of the Steading and arms for the Steading and arms for the Steading and American Steading and American Americ			Employer Idea	Hitlcation number
Same of a p or without			Cinping of the	///// (EE/A) = 1/(A) =
UTTI NOR URTITO	PC THC			
HACIENDA VILLAGE UTILIT	the thelland States and less	Anat Howa I		
harmen street and room or suita no life F O box or outsid	pe the United Brains, ear my			
6939 HACHEM DRIVE				
POPT RICHEY FI	34668-139	8		
PORT RECIPE	3 34000 225			
Check type of return to be filed:	120-FSC	Form 1120-NO Form	1120-REIT	Form 1120-SF
Form 120-A Form 1	0.754/0.00	Form 1120-PC Form	1120-RIC	Form 990-C
Form 1120-F Form 1		Form 1120-POL Form	11205	Form 990-T
Form 1120-F Mers: Check here if you do not ha	ve an office or place of	business in the United States		▶ U
1a Trequest an automatic 6-month (or, for car uniti 9/15/97, to file the incom year 1996 or ► ☐ tax year beginning b If this tax year is for less than 12 months, of ☐ Initial return ☐ Final re	ne tax return of the corp neck reason:	nith) extension of time oration named above for F a ca and ending Change in accounting period	lendar Consolidat	ted return to be filed
2 If this application also covers subsidiaries is	o be included in a cons			
Name and address of each member of	the affiliated group	Employer Identification no	mber	Tax period
			1	
			3	
3 Tentalive tax (see instructions)		Wet Australia - 1 - 1	C 150000 75 FEB	GROUPEN'S SARRY /
4 Credits:	Lac I	FL Tentan		只是"好"的"。" 第一
8 Overpayment credited from prior year	4a	- PARE		
b Fullmated tax payments for the tax year	4b	与感觉 等。		
C I ess refund for the lax year applied	4.	8el bl 4d	1	李振 。
Int on Form 4466	4c	40	-8	No. 14
Credit from regulated investment compliant	irves	41	1,100	pullate a history
Credit for Ferleral tax on fuels .				
5 Local Add lines 4d to pugh 4f			5	
5 Forst Arid lines 4d to ough 4f 6 Balance due. Subtract line 5 from line 3 f	Deposit this amount el	ectronically or with a Federal		
far Deposit (F1D) Coupon (see Instruction		The second secon	6	
Signature (Index possibles of perbug I destare that I	have been authorized by the	a above hamed corporation to make this application	and to the hest of my	y ki-marke-tigar
and the statements made are tyle y orrect good con	delais V			
maile	lersh	CPA		3/17/97
Isignature of piller or agents	0	J10let		rom 7004 mas & m
For Caperwork Reduction Act Notice, see ins	tructions.			Faire / UUq are, & vi

Form 1120S

U.S. Income Tax Return for an S Corporation Do not file this form unless the corporation has timely filed

Form 2553 to elect to be an 6 corporation.

WIN 1941<18 1997

Cepartment tris-ngt flas	1 87 174	Pressury	1	Politic designation and the last			- 1	1997
			ter year hog	a-Diso deparata Insti	And the second of the second o	_		
		****	Use		AND RESIDENCE OF THE PERSON NAMED IN COLUMN 2 IN COLUM			
S. recy.	****		IRS label.	HACIENDA VILLAGE UTILIT		С	Employs	or Identification no
	21/		Other-			0	2000-00	
		* 67 .49* #83478)	please	6939 HACHEN DRIVE			11/21	/91
			print or	Cry VI true, state, and EF cade		E		erem to a to now.
493	-	-	type.	PRODUCTION OF THE PARTY OF THE	L 34668-1398	3		369,991
		icable boxes	No.		(3) [] Churge in edores (4	Ü	Arrende	ed return
G Enter				corporation at end of the law year				
	Ca	utten; inclu	do only trad	v or business income and expenses on lines tall	furrigh 21. See the intractions in	mor	n informa	n oel
	14	Druck reason	y is realist	8,041 b trace resums 4 abs married	n Das h		q	8.04
Les anesans	3	Cost of go	oods sold (S	chedure A, line 8)		2		
Income	3	Cross pro	@ Cubtract	ina 2 from lino 1s		2		8,04
	4	Net gain (loss) from Fr	orm 4797, Fait N, kno 18 (allach Form 4797)		4		
		Other not	rme fional (a	Mach schodule)		5		
	6	Total Ince	me (less). (Jombine lines I throug: 5				8,041
	7		man at oma			1	1	
		Saleries er	nd wages (le	as amployment creditm				
		Repairs an	id maintener	10*		9		27,910
	10	Bad debis				10	1	
	11	Renta				11		
Deductions	12	Taxes and	Lounses			12		1,343
	13	Interest				13		
ner sage 10	144	Deprectate	oviupos tib no	d. anach Form 4582)	168 47,64	6	1	
rive	100			n Schedule A and elementers on return	140	٦		
-10/45544			e 14b finm			144	-	47.646
	15			(Applehend and gas depletion.)		15		
m abossi	16	Adverssing				16	1	
	17		noSt shaning	ev Nets		17		
	18		benefit progr			18	1	
	19			P schadule)	SEE SCH	10	+	23.881
	20			the amounts shown in the fer right column for kin		20	+	100,78A
	21			from trade or business activities. Subtract line 20		21	+	-92.747
	-						+	76,797
	22			serium income sex (attech sch.)	224	-		
	0.00		chedulo D di		226	1	1	
				see paged 12 and 15 of this instructions		0	1	0
		for addition			11	225	-	
	10000			t tax pyrry. & arresport applied from 1006 return	238	-	1	
ax and	N 186 -	시나라스 마양하는데	od with Form		7 <u>2b</u>	-	1	
aymenta	c	Credit ku F	edwal lun p-	on un talle (attain Form +124)	234	-		
- 1	1 - 1 T 1 2		a through 2		_	3.94		
- 1	24	Estimated 1	to penalty C	heas a form 2223 is ensured	• L	24	+ -	
- 1	25	Tax thre. II	the sales of th	rict 21; and 25 is larger than Anic 23J, units who	untened. Set page	i i	1	
1				depository mothod of payment		25	+	
				d is larger than the total of lines 22u sind 24 inno		20	-	
	27	Chief & mount	of m. 28 year on	· · · Credited to 1969 eatimated tax ▶	Refunded >	27		
lease			a et persona, t	for are fould been against ad this return, state only or combinated the European Company of the	mysta maked les as a sale la a - d lu	** * **	11 -1 -9 4-	t wind distri
		and belon it a	wer swines.	and sample to Equitor above or a reparar tale or than talebare	the second on the resident and second and second and	ig siret.	100 200 100	a sorpe
gn		P			D			
lere		Segreture	of advage	· Qu	is 'me			
	30	Preparer s	h.	Anadid a no		Pres	P T + P	360m 19 == # 18
nld bla	1	the stand	P		6/23/98			
reparer's	2 . /	tom unarrais		FIELDER & COMPARY CPAG		1.1		
se Only	1	/81 T 12814		139CZ N. DALE MABRY HWY.	SUITE 100		1-	
	_	******	,	TAMPA, FL		71.		1074

11100 Form 11205 (1987) HACIENDA VILLAGE UTILITIES, INC. Page 2 Schedule A Cost of Goods Sold (see case 13 of the instructions) Inventory at beginning of year • Purchases 3 2 Cost of labor 3 Additional section 260A costs (affaul: scienture) 4 E Other costs (attach schedulu). 6 Youl Add lines 1 through 5 6 2 Invertory at wild of year 8 Cost of goods sold. Subtract ling 7 York law 8, Enter here and on page 1, line 2 . Check all methods used for valuing clasing inventory Cost as described in Regulations section 1.471-3 Lower of cost or market as described in Regulations section 1.471-4 Other (specify method used and stach eighensson) > D. Check if there was a writedown of "subnormal" epods as described in Requisions eachor 1.471-21c) Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 870) d. If the LIFO inventory method was used for this tax year, error percentage (or emounts) of closing Inventory computed under LIFO Do the rules of section 263A (for property preduced or acquired for results) apply to the corporation? YAS Was there any change in determining quantities, bost, or valuations between opening and closing inventory? il "Yes," strech explanation. Schedule B Other Information Ves No Check method of accountings: (a) Account (a) Other ispectly) > Refer to the list on page 23 of the instructions and atast the corporation's principal: (b) Product or service > (a) Business activity > UTILITY UTILITY Did the corporation at the end of the last year durit, directly or indirectly, 50% or more of the weiling stock of a dornestic corporation? (For rules of attribution, soc section 287(c).) If "Yes," attach a schedule arrawing (a) norm indicates and employer identinication number and (b) percentage manad × Wan the corporation a mention of a controlled group subj. . In the provisions of seaton 1641 / At any time during calendar year 1887, did the corporation have an interest in or a signarura or nither authority over a financial account in a torogon country (such as a bank account, securitive account, or niner financial account?) (then page 14 of the instructions for exceptions and filing requirements for Form TO F 90-22 1 I If "Yer," enter the name of the torsion country & Ouring the tax year, did the cosporation receive a distribution from, or was it the grantor of, or planetimes is, is locally trust? If "Yes," the corporation may have to the Form \$500 or 800. Son page 14 of the mak-vultural Check this box if the corporation has filed or is required to file Form \$264, Application for Registration of a Tax Check this box if the corporation leaved publicly offered dept instruments with original wave discount If so, the corporation may have to file Parts \$261, Information Return for Publishy Officed Original Insure Discount If the corporation: (a) filed its election to bo an S corporation after 1986. (b) was a C corporation betweek elected to be an 5 corporation or the corporation ocquired un asset with a basis determined by rullivince to its bans for the

beau of any other property) in the hands of a C serperation, and (e) has not unvisating built in pain (defined in section 1374(d)(1)) in easees of the not recognized built-in gain from prior years should the not increased built-in gain from and

Chock this box if the corporation had accumulated earnings and profits at the close of the Lax year fewer

by not mongritand built-in gain from prior years (sod page 14 of the instructurus

page "4 of the instructions)

	tule K Shareholders' Shares of Income, Credits, Deductions, etc.	Page 3
	Est Pro Let's share home	(fir) Total amount
	Occinary income (loses from trade or business activities (page 1, line 21)	-92,747
	 Net income (loss) from remail new untake ectivities (attach Form sech) 	2
	34 Gross income from other rental activities 34	
	b Experies from other remains strates (equich schedule)	
Income	e. Not income (con) from other rental activities. Subtract line as here him ta	36
	4 Portoso income (2.4/)	
(Leas)	A Minrast incorns:	
	a Dividend income	43
	c Royany Income	4
	1 20 10 mm 1 20 30 40 10 10 mm 1 10 mm	44
	d Net short-form capital gain (loss) (allech Schedule D (Form 11205))	40
	Not long-term capital gain (leas) (effects Schedule D (Form 11203)):	1
	(1) 28% reta gain (lone) > (2) Tutel for year >	6+(2)
	1 Other particule Indome (lots) (Attach schoolule)	42
	3 Net section 1231 gain (loss) (other than too to enqually or thurt) (attach Form 4757).	
	8 29% rato gain (loas) ▶ b Tutal fur year ▶	50
	8 Other income (loss) (allach schedule)	4
	7 Chartable contributions (effect schodule)	7
	8 Section 179 months dam-chire (allach Form (Lett)	
Deduction	Deductions related to profile insurine (lare) (it—vite)	
	18 Other deductions (attach schedula)	10
invest-		
ment	11a Interest expense on investment doors	11a
Interest	b (1) Investment income included on lines 4s, 4b, 4c, and 4f above	116(1)
micel eac	(2) Investment expenses inolyidad on the 6 alloys	0 10(2)
	12a Credit for alcohol used as a fuel (affect Form 6478)	12a
	b Low-income housing credit:	
	(1) From partnerships to which section 42(0(5) applies for property placed in service before 1990	(125(1)
	(2) Other than on line 12b(1) for property placed in service boloic 1980	125(2)
	(3) From partnerships to which section 42(j)(5) applies for properly placed in service after 1989	125(3)
Credita	(4) Other than on kno (20(3) for property placed in service after 1989	120(4)
	 Qualified renebilitation expenditures related to sented roal (vibro) artivities (attach Form) 	
	3466)	124
	d Crecits mener than creming physics or in. If h & the findates to cantilines et late activities	120
	e Crodita rotated to other rantal activities	120
	13 Other credits	13
Adjust-	14a Depreciation adjustment on progesty placed in scriving after 1988	14a
menta	b. Aujusted gain or loos	140
and Tax	4 Depleton (uther then oil and get)	14c
	d (1) Gross income from oil gas, or geothernel properture	14尚1)
Preference	(2) Coductions allocable to oil, gas, or geothermal properties	t 4 d(2)
Items	e Other adjustments and tax preference forms (attack spheoute)	1 1dg
	15a Type of income ₱	
	b. Name of screigh country or U.S. possession &	1 1
	e Total group incurred from sources suitelde the United Status (attach achequie)	154
Fereign		
Taxon	d Total applicable distribute and losses (attach schadule)	164
	Total foreign taxes (chock one): □ Hall □ Account Account	150
	f. Ruduceon in taxon available for credit (attach achodise)	15/
	g. Other funeign tox information (attach achadula)	15g
	16 Socion 59/eX21 expanditures: 4 Typo >	
	b Amount	165
	7 Tax-axempt intojest income	1/
- 1	18 Other (ax-examp) income	14
3	B Nondeducable experient	19
Other	Total property distributions (archading easity other share share and a upon test on one 27 house	20
	11 Other lagran and amounts required to be reported separation to other land and amounts required to be reported to be applied.	-
3		
	schedute)	!
	Total dividend distribute to paid from encumulated earliery; of 3 (mills)	-22
1	D Income (less), (Aucured city if Schoolie M-1 more by Committed.) Committee in	
44	through 6 in column (b). From the result, subtract the curt of bons 7 trough the 15-1 and 160	1 23 -92,74/

44

	Beginning	of tex year	Ers of tex y	Paga
Assets	(a)	(6)	(c)	
Cesr		87,868	100	1,30
2a. Trada notes and announts receivable				1,30
LOSS Ellowence for bad debts				
2 Inventories				
4 JR Grusmani abliquions				
5 Tex-overvet securipes				
Other current accord			V	
7 Londo shareholders				40,12
Mongage and real estate loans				
9 Other lavustrus to			200	
Se Buildings and other depreciable assots	525,575		535,575	
b Less socumulated depreciation	189,361	376,214	207,007	326,56
ta Depretable accers		_		
b Lets accumulated depleton				
2 Land (net of any emortization)	-			
Se Intangible assess (amordisable only)		-		
b Lass accumulated emortization Other exects (snect) ent.)				
Other assets (strach ech.) Total assets	-	464,082	-	160.00
		101,082		369,99
Labilities and Shareholders' Equity Accounts payable			i	
**************************************	-		-	
	1	-		
Other current liabilities Loses from shareholders	-	35,000		
Mortgages, notes, itende payable in 1 year or more	1	148,427		182,083
Other Sabilities (all, sch.)	F	1,461,447	-	102,00.
Capital stock		1,000		1,000
Addhonai gaid-in capital	-	141,128		383,128
Retained earnings	1	-103,473		-196,220
Adjustments to S/H equity				1
Lans cost of treasury stock				-
The state of the s		464,082		369,491
Tutal liabilises and shareholders' equity		404,004		
Tutal labilises and shareholders' equity Reconciliation of inco	me (Loss) per Bool	s With Income (Loss)	per Return (You we re	
School U. 1 Reconciliation of Inco		s With Income (Loss)		
Recognitisting of Inco		umn (d), of Scheduse Law vs	g than 6th doy 1	
Schedulo M-1 Reconciliation of Inco	lotel ansats on line 15, col	umn (d), of Scheduse Law vs	g than 6th dog j	
Schedulo M-1 Reconciliation of inco- currently this schedule if the Net income (loss) per books Income included on Schedule K linco 1	lotel ansats on line 15, col	is With Income (Loss) umn (d), of Schedure www.vi income recorded on product	g than 6th dog j	
Schedulo M-1 Reconciliation of Inco	-92,717 a	is With Income (Loss) umn (a), of Schedule j. wy sy fincame recorded on poolskill includent on Schedule K. Inc	g than 6th dog j	
Schedulo M-1 Reconciliation of inco- currentals Bis schedule if the Net income (loss) per bools Income included on Schedule K, lincs t Exough 8, not recorded on books this	-92,717 a	is With Income (Loss) umn (d), of Schedule j, wy sy Income recorded on pooks i included on Schedule K, line 8 (terrisc).	g than 6th dog j	
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Schedulo M-1 Reconciliation of inco- currentel it is schedule if the Net income (loss) per beolin Income included on Schedule K, linco t Eirough 8, not recorded on books this year (flurrize):	10155 ansiets on line 15, col -92,717 a	IS With Income (Loss) umn (d), of Schedule j, wy sy Income recorded on pooks i included on Schedule K, line 8 (terriso). Transampt overs. \$	g than \$th dog j the year rad is a through	
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SCHEDULE K-1 (Form 11208)

Shareholder's Share of Income, Credits, Deductions, etc. > See separate instructions

For calender year 1967 or lax year

OMS No. 1343-9127 1997

Senadam R. 11 f por 120%

Schedule K-1 (Ferm 11208) 1997

Dopartment of the Trescury Internal Percetue Service beginning and ending Shareholder's klantstying nutrities & Corporation's Identifying number > Shareholdw's name, address, and ZIP code Carpolation's warran address and ZIP code SAM HACHEM HACIENDA VILLAGE UTILITIES, INC. 6939 HACHEM DRIVE 6939 HACHEM DRIVE PORT RICHEY 34668 PORT RICHEY FL 34668-1398

A Shareholdor's paraentage of eleck ownership for tax year (see Instructions for Schedule X-1) ▶ 100.000000. Internal Rovenue Service Center where corporation filed its return it ATLANTA, CA 39901 C Tax shelter registration number (red Instructions for Schedule K-1) (1) | Floral K-1 D Check applicable bover. Amended K-1 (e) Form 1040 filters protest (b) Armount (a) Pro rate share items the amount in column (b) on 1. Ordinary income (loss) from trade or business activities -92,747 See pages 4 and 5 or the 2 Not Income (loss) from rental real estate autivities 2 Shareholder's matrices on for 3 Net Income (Inse) from other rental activities 2 Schuller S. Liffarm 113054 4 Portfolio income (scata) Sch. B. Part I, Inc 1 s interest to the second second Income Sch B. Part II, line 5 b Dividends 46 (Less) Sch. E. Parl 1, fine 4 44 c Royaltes Sen D. Sim S. cut (1) d Not short-term capital gain (1549) 4st e Nut lang-term capital gain (lurs) Sch D Bng 12, cel (6) (1) 20% rate gain (loss) Sch D bre 12 col (1) 0(2) (2) Total for year 41 (E rise an aged to at rand rathers.) I Other portfolio income (lose) (allieth schedule) 8 Not section 1231 gain (leas) (other than due to casually or their tes the shales I disputable a 28% rate gain (loss) 50 for Dobner in K. Lifterm 112765. 5b b Total for your 6 Enter an appl to at your return! 6 Other Incurry (less) (atteuts schoolule) 7 Sch. A line 19 or 16 7 Chartable contributions (etlach schodule) ٠ Ten reco B or the liberary are t Section 179 aupense deduction Dechections Instructions by Resease E-+ . 9 Doductions related to portfolio income (fluxu) (Ferm 1-10%) 10 10 Other deductions (attach schedule) Form 4950 Res 1 110 Interest expense on invisament debts investment 11a b (1) Investment income included on lines ea, eb, ec, and 41 soovs Rose Street wheether's track or being b(1) Interest fur #utan-ta K. - : ff pem 112801 [2] Invocument expenses included on the 9 above b(2) Form 6470, line 10 12a 12s Credit for sloohul wood as fulli b Low-Income nousing credit (1) From section 42()(fi) pertnerships for property placed in b(1) service beione 1990 (2) Other than on line 12b(1) for property placed in service b(2) before 1990 Form BEBS, And S (3) From section 42(j)(5) perturbition by property placed in Credita b(3) service after 1902 (4) Other than on line 12b(3) for property placed in service b(4) alto: 1588 e. Qualifico recabilitation exper disurse foliatos la centar real estate 12¢ d. Credits (orner than credits shown on liner 179 and 129) related P Box Board & one ! of the 124 to rents teel untitle dultylinds · Credits related to other rental activities 129

12

	(a) Pro rets share items		(b) Amount	(4) Form 1040 Blark arrest the arrount in column (b)
Adjust-	14a Depreciation adjustment on preparty placed in service after 1968	14e		The arround in county (6)
menta	b Adjusted gain or loss	14b		Searchemes
and Tax	e Deniction (other than oil and gar)	144		Subsidies 4-10 see
Prefer-	d (1) Gross kourne hum et, gan, or geothernet propertes	d(1)		11890) and
ence	(2) Coductions allocable to oil, gan, or gentlement properties	400		Introcessors for
liems	Citier adjustments and fax proformics items	140		Face 653+
	15a Type of Income In			Form 1116, Chuck ber
	b Name of loroign country of U.S. protestion	1 1		1
Foreign		1 1		Farm 118 Pa11
Taxes	 Total gross income from sources outside the United States 	1		1
	(attach schodulo)	15c		
	d Total applicable deductions and lesses (est. schedure)	154		₹
	e Total tomign tauns (check ons) >	150		Form 1:16, Part 8
	f Reduction in texos evaliable for credit (attach sch.)	184		Parm 1116, Part III
	g Other foreign tax information (sitach nchedule)	159		See the household for farm to
	& type b Amount	100		In A Associate 1 of orm 112
	17 Tax everyal bileraut buzzres	17		Form 1040, Rne St
	16 Other lax-exempt income	18		1 1010. 1010. 1010
	19 Nondeductible expenses	19		See page 7 at the Ungraphic
Other	20 Property distributions (recluding cash) other their dividend	1		D test-school for School S
	distributions reported to you on Form 1009 DIV	20		Stane 112000.
	21 Amount of loan repayments for "Loans From Shareholders"	21		
	22 Rocapture of low-income housing sredit:			
	e From section d2()(%) partnerships	22a		h
	B Other than on Eng 22s	22b		Farm 0611, timo 8
SHA	Replemental information required to be reported superstally to each shareholder medged) AREHOLDER EQUITY AT 12/31/96 DUCTION IN N/P SHAREHOLDER 1997 OF LOSS SHAREHOLDER EQUITY AT 12/31/97	(entend- adil)	Sonal schock fee if m	315,6 -35,6 -92,7 187,5

P. 08

. . PORM 11203, P1

HACIENDA VILLAGE UTILITIES, INC. FYE: 12/31/97 EIN:

11321

FORM 11208, PAGE 1, LINE 19 - OTHER DEDUCTIONS

DESCRIPTION	AMOUNT
BANK CHARGES ELECTRIC EXPENSE FEES & PERMITS GROUNDS MAINTENANCE MANAGEMENT FEES OFFICE EXPENSE POSTAGE PROFESSIONAL FEES SUPPLIES	\$ 247 3,916 6,395 7,255 378 114 54 450 5,072
	5 23.831

P. 09

For 7004

. 19121

Application for Automatic Extension of Time To File Corporation Income Tax Return

THE ME INCH

Nume of corporation				1
			Empley	rer identification number
HACIENDA VILLAGE	UTILITIES, INC.			479499
	" O. bur or swellight bir United States, see bus	Programs I		
6939 HACHEM DRIVE	E			
PORT RICHEY	FI 24669-130			
Check type of return to be fled.	FL 34668-139	,		100
7 Farm 1120	T Form 1120-FSC	Form 1120-NO	Form 1120 MbIT	[] Form 1120-A
Form +120-A	Form 1120-H	Form 1/20-PC	Form 1120-RIC	Furni 990-C
Form 1120-F	Form 1120-L	Form 1120-POL	Form 11205	Form 990-1
form 1128-F filars; Check here if y	you do not have an affice or place of b	welness in the United States		,
			period [] Con	colidated return to he fled
2 If this asipilication also covers a	subsidiaries to be included in a consul	Idelad return, complete the	tollowing:	
Name and address of each	member of the affiliated group	Emplayor Idan	tification number	Tax period
				-
			_	
		-		
Tentalive las (see instructions)			3	
Tentalive tax (see instructions) Credits:			3	
	1.1		3	
Credits:	pitar year 40		3	
Credits: & Overpayment credited from p	nitor year 48		3	
Credits: a Overpayment credited from p b Estimated tax payments for to	nitor year 48	Bal • 4d	3	
Credits: 8 Overpayment credited from p b Estimated tax payments for to c Unscripting for the tax year a	ndor year 46	40	3	
Credits: 8 Overpayment credited from p b Estimated tax payments for to C Use retund for the tax year a for on Yourn 44645	ndor year 48 spole 45 spole 46 spole 46 spole 46	The same of the sa	3	
Credits: 8 Overpayment credited from p 5 Estimated tex payments for to 6 Use retind for the tax year a for on Hum 44815 9 Ordit from regulated investm f Oversi for Federal tex on fuels	ndor year 48 spole 45 spole 46 spole 46 spole 46	40		
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Credits: 8 Overpayment credited from p 5 Estimated tex payments for to 6 Use return 4465 9 Ordit from regulated investing f Ordit for Federal tex on fuels Total Add lines 4d truguen 46 Balance due, Subtract line 5 for	ndar year 46 4b 4c	40 41		
Credits: 8 Overpayment credited from p Satirated tax payments for to Cusc retund for the tax year a for on hum 44846 9 Ords from regulated investri from the Federal tax on field Total Add times 4d through 46	ndar year 46 4b 4c	40 41		
Credits: 8 Overpayment credited from p b Estimated tax payments for the tax year a for on Furn 44f4; c Credit from regulated investing f Credit for Federal tax on field Times Add times Ad stronge 4f Balance due, Subtract line 5 fet I an Deposit (FTD) Coupen (set	ndar year 46 4b 4c	40 41	S According to the Acco	The Francesto
Credits: 8 Overpayment credited from p b Estimated tax payments for the tax year a for on Furn 44f4; c Credit from regulated investing f Credit for Federal tax on field Times Add times Ad stronge 4f Balance due, Subtract line 5 fet I an Deposit (FTD) Coupen (set	ndar year 46 4b 4c	40 41	5	

EXHIBIT "C"

HACIENDA UTILITIES, LTD.

Documentation of Ownership

Will be filed as a late-filed exhibit.

EXHIBIT "D"

HACIENDA UTILITIES, LTD.

Enple Tariff

(Original and two copies of sample tariff have been provided in the original)

WASTEWATER TARIFF

HACIENDA UTILITIES, LTD.

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

Hacienda Utilities, Ltd. 6939 Hachem Drive Port Richey, FL 34668 (813) 868-7418

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Issuing Officer: Barry Haase

Title: Manager

HACIENDA UTILITIES, LTD. WASTEWATER TARIFF

SECOND REVISED SHEET NO. 2.0 Cancels FIRST REVISED SHEET NO. 2.0

SEWER TARIFF

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	Sheet Number
Territory Served	3.0 - 3.1
Miscellaneous	4.0
Technical Terms and Abbreviations	5.0
Index of Rules and Regulations	6.0 - 7.0
Rules and Regulations	8.0 - 17.0
Index of Rate Schedules	18.0
Rate Schedules	19.0 - 20.0
Index of Standard Forms	21.0
Standard Forms	22.0 - 23.0
Contracts and Agreements	N/A

Issuing Officer: Barry Haase

Title: Manager

TERRITORY SERVED

CERTIFICATE NUMBER - 285-S

COUNTY - Pasco County, Florida

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order No. Date Issued Docket No. Filing Type

9600 10/20/80 790813-S Original Certificate Application

PSC-93-0020-FOF-SU 1/05/93 920419-SU Transfer

(Continued to Sheet No. 3.1)

Issuing Officer: Barry Haase Title: Manager (Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following territory in Pasco County, Florida:

Township 26 South, Range 16 East

Section 3

The West 1/2 of the So-theast 1/4 of said Section 3.

Issuing Officer: Barry Haase

Title: Manager

MISCELLANEOUS

Issuing Officer: Barry Haase Title: Manager

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" Hacienda Utilities, Ltd.
- 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 sewer service required by the customer the readiness and ability on the part of the company to furnish sewer 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 an installation for disposing sewage located on the customer's side of "Point of Collection" whether such installation is owned by customer, or used by consumer under lease or otherwise.
- 5.0 *POINT OF COLLECTION* The point where the company's pipes or meters are connected with pipes of the consumer.
- 6.0 "MAIN" Shall refer to a pipe, or 'uit, or other facility installed 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 the 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 that sewer service.

Issuing Officer: Barry Hasse

Title: Manager

INDEX OF RULES AND REGULATIONS

Rule Number		Sheet Number
1.0	Policy Dispute	8.0
2.0	General Information	8.0
3.0	Signed Application Necessary	8.0
4.0	Application by Agents	8.0
5.0	Withholding Service	9.0
6.0	Extensions	9.0
7.0	Limitation of Use	9.0
8.0	Continuity of Service	9.0
9.0	Type and Maintenance	9.0-10.0
10.0	Change of Customer's Installation	10.0
11.0	Inspection of Customer's Installation	10.0
12.0	Protection of Company's Property	10.0
13.0	Access to Premises	10.0
14.0	Right of Way or Easements	11.0
15.0	Billing Periods	11.0
16.0	Delinquent Bills	11.0
17.0	Payment of Water & Sewer Service Bills Concurrently	11.0
18.0	Temporary Discontinuance of Service	12.0
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(Continued to Sheet No. 7.0)

Issuing Officer: Barry II a

Title: Manager

HACIENDA UTILITIES, LTD. WASTEWATER TARIFF

SECOND REVISED SHEET NO. 7.0 Cancels FIRST REVISED SHEET NO. 7.0

(Continued from Sheet No. 6)

Rule Number		Sheet Number
21.0	Change of Occupancy	12.0
22.0	Unauthorized Connections - Sewer	13.0
23.0	Adjustment of Bills	13.0
24.0	Customer Deposit	13.0
25.0	Filing of Contracts	13.0
26.0	Service Availability Policy	14.0 - 17.0

Issuing Officer: Barry Haase Title: Manager

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, then 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 is 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 sewage service unless such court order or decision shall so direct.

The Company shall provide service to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this Tariff.

3.0 <u>Signed Application Necessary</u> - Sewage service is furnished only upon signed application or agreement accepted by the Company and the conditions of such application or agreement are binding upon the Customer as well as upon 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, street address or lot and block number, at which sewer service is to be rendered.

4.0 Applications by Agents - Applications for sewer service requested by firms, partnerships, associations, corporations, and others, shall be tendered 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 or agent shall constitute full and complete ratification by the principal of the agreement or agreements entered into between agent and the Company and under which such sewer service is rendered.

Issuing Officer: Barry Haase

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 the sewer service has been settled in full.

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 the Rules/Orders/Tariff by the Commission.
- 7.0 Limitation of Use Sewer service purchased from the Company shall be used by the Consumer only for the purposes specified in the application for sewer service. Sewer service furnished to the Consumer shall be for the Consumer's own use and sewage shall be received directly from the Consumer into the Company's main sewage lines. In no case shall a Consumer, 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 sewer service for adjacent property "ven though such adjacent property be owned by him. In case of such unauthorized extension, sale or disposition of service, Consumer's sewer service is subject to discontinuance until such unauthorized extension, sale or disposition is discontinued and full payment is made of bills for sewer service, calculated on proper classification and rate schedules and reimbursement 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 or 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, wars, 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 for any period greater than one hour, all customers effected by said interruption or discontinuance shall be given not less than 24 hours notice.
- 9.0 Type and Maintenance The Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with the standard practice, conforming with the Rules and Regulations of the Company, and in full compliance with all laws and governmental regulations

Issuing Officer: Barry Hause

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; and the Company reserves the right to discontinue or withhold sewer service to such apparatus of device.

- 10.0 Change of Customer's Installation No changes or increases in 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 will be liable for any change resulting from a violation of this rule.
- 11.0 <u>Inspection of Customer's Installation</u> All Customer's sewer service installations or changes shall be inspected upon completion by competent authority to insure that Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal cr other governmental inspection is required by local rules or 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 Customer's installation prior to rendering sewer service and from time to time thereafter, but assumes a 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 and inspecting or removing Company's property, and other purposes incident to performance under or termination of the Company's agreement with the Customer and in such performance shall not be liable for trespass.

Issuing Officer: Barry Haase

- 14.0 Right of Way or Easement 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 <u>Billing Periods</u> Bills for sewer service will be rendered monthly and will be sent to Customers by the Company. Bills are due when rendered and shall be considered as received by Customer when delivered to our mailed to sewer service address or some other place mutually agreed upon. Nonreceipt of bills by Customer shall not release or diminish the obligation of Customer with respect to payment thereof.
- 16.0 Delinquent Bills Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent, and sewer service may then, after five (5) days written notice, be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnect charge established on the basis of the expenses incurred in the disconnection and restoration of service which shall be non-discriminatory in its application. There shall be no liability of any kind against the Company by reason of discontinuance of sewer service to the Consumer for failure of the Consumer to pay the bills on time.

No partial payment of any bill rendered will be accepted by the Company except by Agreement with Company, or by order of the Commission.

17.0 Held for future use.

Issuing Officer: Barry Haase

- 18.0 Held for future use.
- 19.0 Evidence of Consumption The initiation or continuation or resumption of water service to the premises shall constitute the initiation, continuation or resumption of sanitary sewer services to the premises, regardless of occupancy
- 20.0 Tax Clause Rates and/or charges may be increased or a surcharge added in the amount of the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect after the approval of this rule which are assessed on the basis of meters or customers or the price of or revenues from sewage service sold, not including income taxes.
- 21.0 Change of Occupancy When change of occupancy takes place on any premises supplied by the Company with sewer 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 who will be held responsible for all sewer service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue sewer service. However, if such written notice has not been received, the application of a succeeding occupan. It sewer service will automatically terminate the prior account. Customer's deposit may be transferred from one service location to another, if both locations are supplied by the Company, Consumer's deposit may NOT be transferred from one name to another.

For the convenience of its Customers, 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.

Issuing Officer: Barry Haase

- 22.0 <u>Unauthorized Connections Sewer</u> Connections to the Company's sewer system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuence without notice and sewer service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for sewer service estimated by the Company to have been used by reason of such unauthorized connection.
- 23.0 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 Consumer, as the case may be.
- 24.0 Customer Deposits Customer deposits are not required by the Company.
- 25.0 Filing of Contracts The Company shall file copies of all contracts for service availability with the Commission within thirty (30) days after execution.

Issuing Officer: Barry Haase

26.0 Service Availability Policy -

<u>Purpose</u>. Service Company hereby establishes this policy for the purpose of creating a uniform method of determining the contribution in aid of construction to be borne by property owners, builders or developers (hereafter sometimes referred to as Contributor) within the service area. To insure the desired uniformity, the provisions of Part IX, Chapter 25-10, F.A.C., are incorporated herein and made a part hereof.

Applicability of Service Availability Policy. The provisions of this policy are applicable to all Contributors who desire service within or within reasonable proximity to the certificated territory of Service Company.

Service Outside Territory. Provision of service outside Service Company's certificated territory involves formal proceedings before the Florida Public Service Commission and entails engineering, administrative and legal expenses in addition to costs expected by the Service Company to provide service within its territory. Service Company will not be obligated to provide service outside the territory unless the Contributor agrees to pay in advance the reasonable costs of necessary formal proceedings, and the amount advanced will be adjusted to conform with actual expenses after the proceedings have been completed. Service Company will make extensions outside the territory only if the extensions and treatment plant reservation of expansion to serve such extensions and treatment plant reservation or expansion to serve such extensions are economically feasible as defined by Rule 25-10.121(9), F.A.C., and satisfy the requirements of Section 367.121(1)(d), Florida Statutes.

Requirements for Payment of Contributions in Aid of Construction. Service Company requires the payment of contributions in aid of construction either by cash payments or through transfer of sewage collection facilities and appurtenances thereto which have been installed by the prospective customer or through a combination of both cash payments and a transfer of such facilities.

On-Site Facilities (Contributions in Aid of Construction). Contributors may design and install on-site facilities with such design, installation and construction to be subject to the approval of Service Company. Contributor shall pay all Service Company's reasonable costs for engineering, supervision, administration and legal work incident to the approval of facilities. Contributor shall also be responsible for financing of the on-site facilities in such a manner as to permit transfer or ownership and control of the facilities to Service Company free and clear of any impediment to the continuous unfettered enjoyment of Service Company. On-Site facilities will, at the option of Service Company, be transferred to Service Company. All transfers of on-site facilities shall be in form reasonably satisfactory to Service Company and shall be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances.

All expenses of any nature related to the on-size project, such as, but not limited to, fees for permiss and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering shall be paid by Contributor.

Service Company may install or may require the installation of oversized lines or facilities on Contributor's property to provide service to other properties in accordance with the master plan of Service Company. In this event, Contributor may be required to advance the entire cost and the balance of the cost in excess of the cost to serve the Contributor will then be the subject of a refundable advance agreement.

Main Capacity Charge (Contributions in Aid of Construction) - Service to property may be dependent upon the extension of or the existence of previously extended off-site sewage collection facilities. Whenever use of such off-site facilities is necess -/ to render service, the Contributor must pay in advance the total cost of the pro rata share of all off-site facilities necessary to provide service to the property (tract) to be rendered service.

It is hereby declared and established that the determination of the pro rata share will be based upon reasonable engineering judgment that includes consideration of the utility demands of (a) the quantum area to be developed; (b) the development trends

Issuing Officer: Barry Haase

in the surrounding territory; and (c) the consumer density and the estimated use of service by the proposed development. It is further declared that the charge for the pro rata share of off-site facilities is applicable whether or not the facilities have been previously constructed or are necessary to be constructed to serve Contributor. Service Company may require the installation of oversized off-site lines and facilities to provide service for other properties in accordance with the master plan of Service Company. In this event, Contributor may be required to advance the entire cost and the balance of the cost in excess of the cost to serve the Contributor and will then be the subject of a refundable agreement.

Treatment Facilities (Contributions In Aid Of Construction). Service Company requires that all Contributors pay for a pro rata share of the cost of treatment plant facilities, whether or not the facilities have been constructed or may be constructed to continue to render service. Such payments are herein defined as contributions in aid of construction and shall be paid in advance as follows:

(a) Sewer - \$700.00 per F.R.C., computed upon a bar a of sewer plant capacity of 350 gallons per day per ERC. Equivalency determinations shall be made by Service Company and will give consideration to the waste characteristics of sewage to be treated.

Meter Installation (Contributions In Aid Of Construction). Each Contributor will pay the actual cost of sewage flow meters and meter installation if such meters are required by the property to be served, as determined by Service Company. The cost must be paid in advance.

Guaranteed Revenue Agreements. It is declared and established that nothing herein shall remove the financial risk of development from Contributor and such financial risk shall not be borne in any way by Service Company.

If Service Company deems it is prudent and necessary, a guaranteed revenue agreement may be required as a prerequisite to service availability. All service company expansions must be self-supporting.

Issuing Officer: Barry Haase

All guaranteed revenue agreements will be in conformity with Rule 25-10.121(9) and (12), F.A.C., and Rule 25-10.138, F.A.C.

Refundable Advances. As previously stated in this policy, occasions may arise when, for sound engineering reasons relating to Service Company's master plan, it is necessary to serve a Contributor with facilities greater in size than the facilities related to the Contributor's pro rata share. In the event Service Company requires a Contributor to advance the entire cost of oversized facilities, then that portion of the cost in excess of the cost necessary to provide service to Contributor may then become the subject of a refundable advance agreement. The agreement shall provide a reasonable plan of contingent return to the customer of amounts in excess of the cost of facilities necessary to serve Contributor. Contributor shall not be entitled to any refunds after the end of seven years after the advance was received and Service Company shall not be obligated to pay interest to the Contributor on any money advanced to Service Company.

Easements and Rights-of-Way. As a prerequisite to the construction of any sewage collection system proposed to be connected to the facilities of Service Company, Contributors shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of the proposed facilities and the master plan of Service Company. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to Service Company. Such conveyances shall be made without cost to Service Company.

<u>Developer's Agreement</u>. Whenever the situation dictates or Commission rules require preparation and execution of a <u>Developer's Agreement</u>, such agreement will be consistent with the provisions of this Service Availability Policy and in conformity with the rules promulgated and revised from time to time by the Commission.

Issuing Officer: Barry Haase

INDEX OF RATES AND CHARGES SCHEDULES

	Sheet Number
Customer Deposits	N/A
General Service, GS	N/A
Miscellaneous Service Charges	20.1
Multi-Residential Service	20.0
Residential Service, RS	19.0
Service Availability Fees and Charges	20.2

Issuing Officer: Barry Haase

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered

apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and

Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - \$12.13 per month

MINIMUM BILL - \$12.13 Per month

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 March 27, 1997

TYPE OF FILING - Four year of rate case expense reduction.

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all master-metered residential customers including, but not

limited to, Condominiums, Apartments and Mobile Home Parks.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and

Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - \$12.13 per month, per residencial unit

MINIMUM BILL - \$12.13 per month, per residential unit

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 - March 27, 1997

TYPE OF FILING - Four year of rate case expense reduction.

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.

<u>INITIAL CONNECTION</u> - 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.

<u>VIOLATION RECONNECTION</u> - 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.

<u>PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION)</u> - 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.

Schedule of Miscellaneou, 'ervice Charges

Initial Connection Fee \$1.00

Normal Reconnection Fee \$15.00

Violation Reconnection Fee Actual Cost¹

Premises Visit Fee \$10.00 (in lieu of disconnection)

[1] Actual cost is equal to the total cost incurred for services.

EFFECTIVE DATE - April 2, 1993

TYPE OF FILING - SARC

Issuing Officer: Barry Haase

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO SERVICE AVAILABILITY POLICY SHEET NO./RULE NO.

DESCRIPTION

AMOUNT

Customer Connection (Tap-in Charge

5/8" x 3/4" metered service

1* metered service

1 1/2" metered service

2" metered service

Over 2" metered service Actual Cost¹

Guaranteed Revenue Charge

With Prepayment of Service Availability Charges:

Residential-per ERC/month (__GPD)

All others-per gallon/month

Without Prepayment of Service Availability Charges:

Residential-per ERC/month (__GPD)

All others-per gallon/month

Inspection Fee

Actual Cost1

Main Extension Charge

Residential-per ERC (GPD)

All others-per gallon

or

Residential-per lot (__ft. frontage)

All others-per gallon

Plan Review Charge

Actual Cost

Plant Capacity Charge

Residential-per ERC (GPD)

\$700.00

16.0

All others-per gallon

System Capacity Charge

Residential-per ERC (GPD)

All others-per gallon

Actual cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE - April 2, 1993

TYPE OF FILING - SARC

Issuing Officer: Barry Haase

HACIENDA UTILITIES, LTD. WASTEWATER TARIFF

SECOND REVISED SHEET NO. 21.0 Cancels FIRST REVISED SHEET NO. 21.0

INDEX OF STANDARD FORMS

	Sheet No.
APPLICATION FOR SEWER SERVICE	22.0
COPY OF CUSTOMER BILL	23.0
CONSUMER'S GUARANTEE DEPOSIT RECEIPT	N/A

APPLICATION FOR SEWER SERVICE

SEWER TAP AND SERVICE APPLICATION FORM

Hacienda Utilities, Ltd.		Account No.	
6939 Hachem Drive		Date Application Requested	
Port Richey, Florida 34668	li di	Date Application Issued:	
Phone: (813) 868-7418			
TO WHOM IT MAY CON	CERN:		
This is to acknowled	ge receipt from		Owner-Applicant
a sewer tap fee to service a		(type of str	nacture or development
			, Florida
Zip:			
LEGAL DESCRIPTION:_		ng. Anticipated need for this service	
All residential sewag	e service connections shall	I be inspected and approved by Hac	ienda Utilities, Ltd. A
least 24 hours notice must b	e given to Haclenda Utilit	ties, Ltd., prior to the desired time	for inspection.
		4ACIENDA UTILITIES, L	TD.
		Barry Haase, Manager	
Upper portion of this form t	to be used with Pasco Cou	anty Building Permit Application Fo	orm.
Lower portion of this form	to be retained by Owner-A	Applicant or Builder.	***************************************
	SEWER TAP AND SER	VICE APPLICATION FORM	
Hacienda Utilities, Ltd.		Account No.	
6939 Hachem Drive Port Richey, Florida 34668 Phone: (813) 868-7418			
Commence of the state of the st			
		Issuing Offi Title: Man	icer: Barry Haase ager

COPY OF CUSTOMER'S BILL

Hacienda Utilities, Ltd.	
6939 Hackem Drive	
Port Richey, Florida 3466	8
Phone: (813) 868-7418	

Accoun	t No.						
			account	number	on	all	remittance
to insur	e proj	per c	redit.)				

SEWER SERVICE	ADDRESS:		
	The second secon	 	

EWER SE	RVICE FEE	PAYMENTS	RECEIVED	BALANCE
Month Charge Date		Credit	DUE	
		153(1)	The Control of the Control	
•			1	
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		-		

PLEASE PAY LAST AMOUNT IN THIS COLUMNA

EXHIBIT "E"

HACIENDA UTILITIES, LTD.

Notice

October 7, 1998

NOTICE OF APPLICATION FOR TRANSFER OF A WASTEWATER CERTIFICATE

Hacienda Utilities, Ltd., 4340 East West Highway, Ste. 206, Bethesda, Maryland, pursuant to Section 367.071, Florida Statutes, hereby notices its intent to apply to the Florida Public Service Commission for transfer of Certificate No. 285-S for the following described territory located in Pasco County, Florida:

The following described lands located in portions of Section 03, Township 26 South, Range 16 East, Pasco County, Florida:

Section 03

The West 1/2 of the Southeast 1/4

Any objections to the Application must be filed with the Director, Division of Records & Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with copy to John L. Wharton, Esq. Rose, Sundstrom & Bentley, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301, no later than 30 days after the last date that the Notice was mailed or published, whichever is later.

diversified\customer.not