

17

LAW OFFICES
ROSE, SUNDSTROM & BENTLEY
 A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS
 2549 BLAIRSTONE PINES DRIVE
 TALLAHASSEE, FLORIDA 32301
 (904) 877-6565

ROBERT A. ANTHEM
 CHRIS H. BENTLEY, PA.
 F. MARSHALL DETERING
 MARTIN S. FRIEDMAN, PA.
 JOHN R. JENKINS
 ROBERT M. C. ROSE, PA.
 WILLIAM E. SUNDSTROM, PA.
 DANE D. TRIBBLE
 JOHN L. WHARTON

MAILING ADDRESS
 POST OFFICE BOX 1667
 TALLAHASSEE, FLORIDA 32302-1667
 TELECOPIER (904) 666-4020

March 16, 1991

**ORIGINAL
 FILE COPY**

Mr. Steve Tribble, Director
 Division of Records and Reporting
 Florida Public Service Commission
 101 East Gaines Street
 Tallahassee, Florida 32399-0850

Re: ~~Century Group, Inc.~~ WS; Application for
 transfer of certificate nos. 524-W
 and 459-S from Century Group, Inc.
 to B.D.C., Inc., in Pasco County
Our File No. 28005.01

Dear Mr. Tribble:

By letter dated February 28, 1991, Mr. Chuck Hill requested certain information relative to the above-referenced transfer. By letter dated March 11, 1991, David B. Faulk responded to certain concerns expressed in Mr. Hill's letter related to discrepancies in the Commission's records which showed a delinquency in regulatory assessment fees. I am enclosing a copy of that letter, without attachments, for your information.

Below I have provided responses to each of the additional questions raised in Mr. Hill's letter, starting with a verbatim recitation of the question from his letter.

- ACK _____
 - AFA _____
 - APP _____
 - CAF _____
 - CMU _____
 - CTR _____
 - EAG _____
 - LEG _____
 - LIN _____
 - OPC _____
 - RCH _____
 - SEC _____
 - WAB _____
 - OTW _____
1. The affidavit that the notice of actual application was published once each week for three (3) consecutive weeks in a paper of general circulation in Pasco County, pursuant to Rules 25-30.030, Florida Administrative Code. A copy of the proof of publication should accompany the affidavit.
- This affidavit, with proof of publication, was provided to the Commission by letter dated February 27, 1991. A copy of my cover letter with a copy of the affidavit and proof of publication is attached for your additional information.
2. Provide the First, Second, Third and any other amendments, all Exhibits, including Exhibit C (the Pasco County letter), and any other attachments to the Purchase and Sale Agreement, as required by Rule 25-30.037(1)(g), Florida Administrative Code.

DOCUMENT NUMBER-DATE
 02638 MAR 18 1991
 FPSC-RECORDS/REPORTING

Mr. Steve Tribble
March 18, 1991
Page Two

Attached please find a copy of all of the Amendments and Exhibits, and other attachments to the Purchase and Sale Agreement, as executed.

3. Provide a statement as to why the utility should not be fined for the transfer of the water utility without prior Commission approval, as required by Section 367.071(2), Florida Statutes.

The parties to the sale of the Arbor Oaks system, Century Group, Inc., and B.D.C., Inc., attempted to transfer the water and sewer utility systems in the legal sense only after approval by the Florida Public Service Commission. The Utility went to pains to construct their Contract for Sale and to enter into a Lease and Escrow Agreement in order to accomplish this purpose. However, the final result does appear to legally transfer the water distribution system to the buyer in advance of the Commission's approval. Since the Utility purchases bulk water from Pasco County, and does not own any land or treatment facilities for its water system, the distribution system is all that was transferred.

With regard to the sewer system, the 99 Year Lease covers the land, and it was the intent of the parties that the lease-back of those facilities to the transferor immediately upon sale and the escrow provisions would effectively eliminate any "transfer" under Chapter 367.071(2), Florida Statutes, for either the Utility land or treatment, distribution and collection facilities.

In any case, the entire water and sewer systems continue to be operated by Century Group, Inc., the entity currently authorized to operate the system. While the strict legal effect of the closing in October and the documents related thereto appears to have transferred the water distribution system to the new owners before approval by the PSC, the intent was that the entire system was not to be effectively transferred until approval by the Public Service Commission. I believe the continued operation of the system by the transferor is demonstration of the intent of the Utility not to transfer it prior to approval, and as such the Utility has endeavored to comply with the regulatory requirements under Chapter 367, and should not be "show caused" for this mistake in implementation.

4. On what date was the water utility transferred B.D.C. Inc.?

The water utility distribution system was transferred to B.D.C., Inc., legally, as of the date of the closing on November 19, 1990. As outlined above, it was not the parties' intent that

Mr. Steve Tribble
March 18, 1991
Page Three

this occur, but apparently the 99 Year Lease and Escrow Agreement inadvertently did not cover the water system. That system continues to be operated by Century Group, Inc., not B.D.C., Inc. This fact, we believe, demonstrates the good faith intent of the parties not to transfer prior to Commission approval.

5. What is the expected date of transfer of the wastewater utility?

The wastewater utility's assets are expected to be transferred under the terms of the Agreements entered into by the parties as of the date of Commission approval of the transfer. They are currently either retained under the lease by the transferrer company, or in escrow pending the approval of the Commission.

The Utility wishes to cooperate fully with the Commission and its Staff in providing all information which the Staff of the Commission feels is necessary to process this application for transfer. However, I am somewhat concerned that the wording in Mr. Hill's letter of February 28, related to the first three requests as outlined above, implies that there was some deficiency in the filing of the Utility. Without going into great detail to explain the Utility's position in this regard, I believe that there was no deficiency in the initial filing. Even if it was the intent of Mr. Hill's letter to suggest that the original filing was in fact deficient, hopefully this will not become an issue and as such the point will be moot. However, in the interest of my client, I feel the need to at least mention that we do not agree that there was any deficiency in the initial filing related to these three items.

Again, we wish to cooperate in providing the Commission Staff whatever is needed, and if any additional questions arise, please do not hesitate to contact me and we will, as quickly as possible, respond to those inquiries.

Sincerely,



F. Marshall Deterding
For the Firm

FMD:lcb

Enclosure



Century Group, Inc.

Telephone: (813) 533-3533
Telecopier: (813) 533-4799

March 11, 1991

Charles Hill
State of Florida
Division of Water & Sewer
101 East Gaines Street
Tallahassee, Florida 32399-0850

RECEIVED
MAR 13 1991

RE: Docket No. 910097-WS
Certificates # 524-W & 459-S
Application for Transfer

**ROSE, SUNDBROM
& BENTLEY**

Dear Mr. Hill:

This letter is in response to your letter of February 28, 1991 to Mr. F. Marshall Deterding of Rose, Sundstrom, & Bentley. On your page 2, you indicated that some 1989 assessment fees had not been paid. Enclosed are copies of the cancelled checks deposited into your account on February 21, 1990. Attached to those checks are copies of the respective assessment fee returns for 1988 and 1989, water and sewer.

Also enclosed is a copy of the cancelled check and respective invoices for additional interest and penalties, deposited into your account on May 31, 1990.

Also enclosed please find a copy of the check and assessment fee returns for the year ending December 31, 1990. This was mailed to you on March 1, 1991.

I trust that this will assist in correcting commission records. If I can be of further assistance, please notify me.

Sincerely,

David B. Falk

David B. Falk
Century Group, Inc.

DBF/jmd

ENCL.

CC: Marty Deterding, with enclosure

cc: Grant Downing
W. Lawrence Smith
Bob Nixon
Steve McConihay

Mailing Address: P.O. Box 7079, Winter Haven, Florida 33883-7079
Physical Address: Bartow Air Base, Building 121, Bartow, Florida 33830

LAW OFFICES
ROSE, SUNDBSTROM & BENTLEY

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

2548 BLAKESTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301

(904) 877-8688

ROBERT A. ANTHONY
CHRIS H. BENTLEY, P.A.
F. MARSHALL DETERDING
MARTIN S. FREDERICK, P.A.
JOHN R. JENNINS
ROBERT M. C. ROSE, P.A.
WILLIAM E. SUNDBSTROM, P.A.
DAVID G. TRENOR
JOHN L. WARDEN

MAILING ADDRESS
POST OFFICE BOX 1887
TALLAHASSEE, FLORIDA 32308-1887

TELECOPIER (904) 886-4028

February 27, 1991

Mr. Steve Tribble, Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850

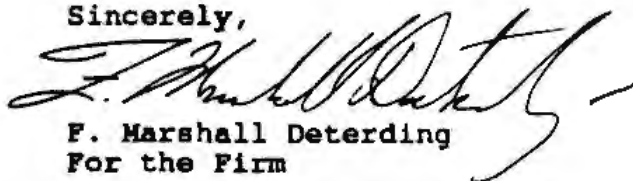
Re: Docket No. 910097-WS; Joint application of
Century Group, Inc. and BDC, Inc., for
transfer of water and wastewater certificates
for Arbor Oaks system in Pasco County
Our File No. 28005.01

Dear Mr. Tribble:

In accordance with the provisions of Section 25-30.030,
Florida Administrative Code, and paragraph XVIII of the original
application for transfer of certificates submitted by the
applicants on January 30, 1991, I am attaching the original and
fifteen copies of the proof of publication demonstrating
appropriate publication noticing.

Should you or members of your Staff have any questions in this
regard, please do not hesitate to contact me.

Sincerely,



F. Marshall Deterding
For the Firm

FMD:lcb

Enclosure

cc: Mr. Steve McConihay
Mr. James Locker
Mr. David Faulk
Grant Downing, Esquire
W. Lawrence Smith, Esquire
Robert C. Nixon, C.P.A.

Suncoast News

Published Wednesday and Saturday
New Port Richey, Pasco County, Florida

State of Florida } ss
COUNTY OF PASCO

Before the undersigned authority personally appeared _____

Florence Huard, who on oath says

that she is the Advertising Representative of the Suncoast News, a Semi-Weekly newspaper published at New Port Richey, in Pasco County, Florida; that the attached copy of advertisement, being a Notice of Application in the matter of Transfer of Water & Wastewater Certificates

the _____ Court, was published in said newspaper in the issue of Pasco Edition

February 2, 9, & 16, 1991

Affiant further says that the said Suncoast News is a newspaper published at New Port Richey, in said Pasco County, Florida, each Wednesday and Saturday, in said Pasco County, Florida; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Florence L. Huard

Sworn to and subscribed before me this 18th day

of February A.D. 1991

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES FEB. 24, 1992.
RENDED THRU NOTARY PUBLIC USE ONLY

Margie L. Pouch
Notary Public



SUN 12018

NOTICE OF APPLICATION OF FOR A TRANSFER OF WATER AND WASTEWATER CERTIFICATES

Pursuant to Sections 367.071, 367.072, Florida Statutes, and Section 26-30.030, Florida Administrative Code, notice is hereby given by Century Group, Inc., Building 121, 250 Barber Air Base, Bartow, Florida 33630 and S.D.C., Inc., 38223 Arbor Oaks Drive, Zephyrhills, Florida 33841 of their application for a transfer of water and wastewater certificates to S.D.C., Inc., from Century Group, Inc., in Pasco County, Florida:

In Section 6, Township 28 South, Range 21 East, the SW 1/4 of the NE 1/4 of the NW 1/4 and the S 1/2 of the SE 1/4 of the NE 1/4 of the NW 1/4 and the N 1/2 of the N 1/2 of the SE 1/4 of the NW 1/4, in Pasco County, Florida.

Written objections may be filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32301, and a copy provided to F. Marshall Detering, Esquire, Ross, Sundstrom & Bentley, 2548 Blainstone Pines Drive, Tallahassee, Florida 32301, no later than thirty (30) days after the last date this notice was mailed or published, whichever is later.

EXHIBIT A

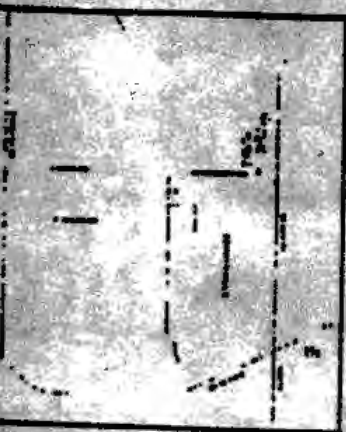
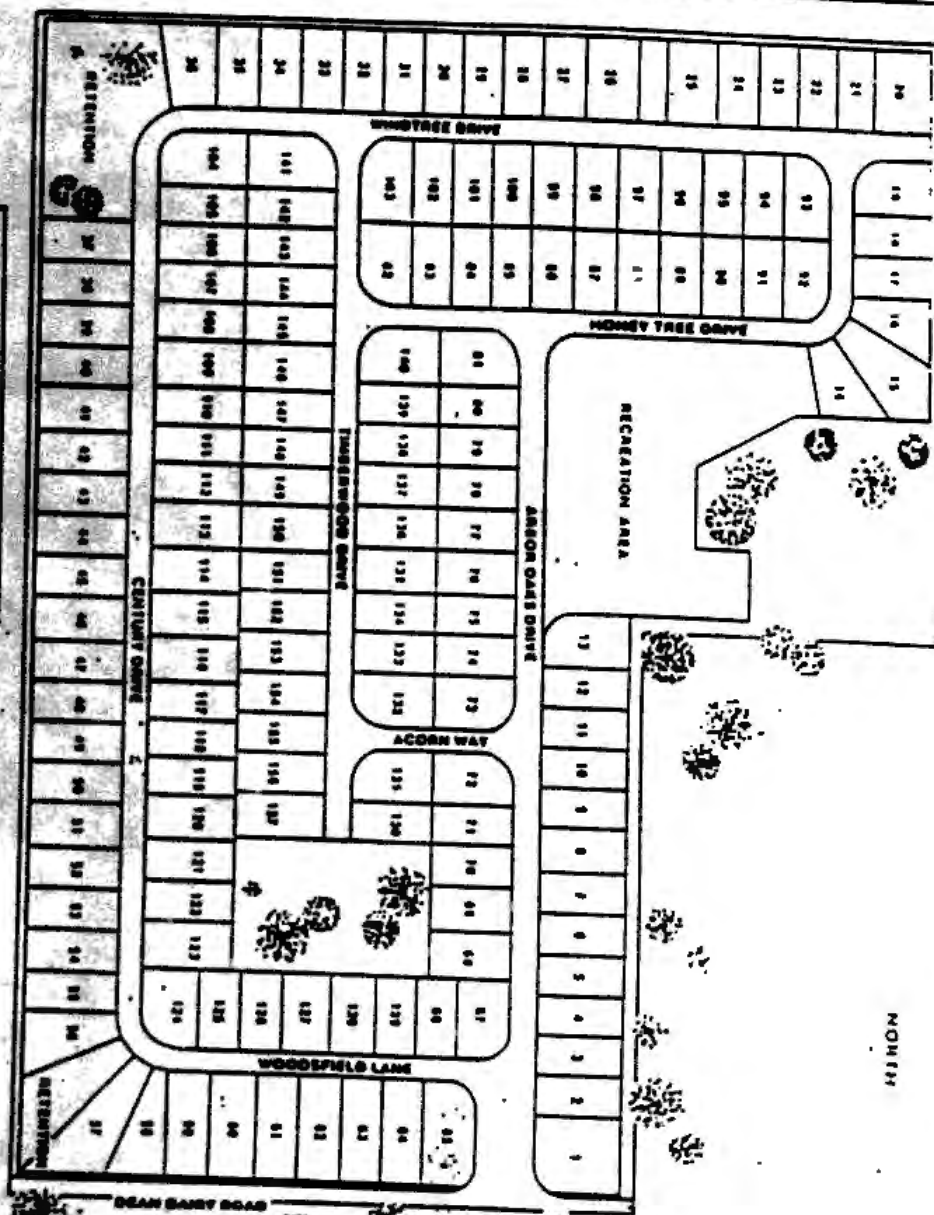
Legal Description

That certain property located in Pasco County, Florida and known as "Arbor Oaks Mobile Home Park", more particularly described as follows:

See Exhibit A-1 and A-2 attached hereto and made a part hereof.

EXHIBIT A-1

Tracts 22, 27, 28, 37 and 38, ZEPHYRHILLS COLONY COMPANY LANDS, in Section 9, Township 26 South, Range 21 East, as per plat thereof recorded in Plat Book 1, page 55, Public Records of Pasco County, Florida.



WRTDOOR
WALKER'S
 1550 Dean Dairy Rd.
 P.O. Box 1778
 Zephyrus, Florida 34233
 (813) 783-2998

ANOTHER
 ARRANGEMENTS

EXHIBIT B

Lot

Cost

109

\$33,697

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to the Purchase and Sale Agreement (the "First Amendment") is made and entered into this ___ day of October, 1990 by and between Century Group, Inc. (hereinafter referred to as the "Seller"), and Theodore F. Bertuca or assigns (hereinafter referred to as the "Buyer").

FOR AND IN CONSIDERATION of Ten and no 100ths dollars (\$10.00), the purchase price and the mutual covenants and undertakings herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. FIRST AMENDMENT

1. Section 1.05 Investigation Period of the Purchase and Sale Agreement entered into as of the 8th day of October, 1990 by and between Seller and Buyer (the "Agreement") is hereby amended to provide that the Investigation Period shall be extended from October 25, 1990 to October 31, 1990.
2. Section 3.02 Seller's Obligations at Closing of the Agreement is hereby amended to add the following subsection:

"(r) Execute and deliver to Buyer an assignment of any and all rights of Seller to manage or act as the agent for resale for any mobile home units (except for those units owned by Seller) located on the Property."
3. Except as expressly amended by this First Amendment, all of the terms and conditions of the Agreement are hereby confirmed and ratified and remain in full force and effect.
4. All capitalized terms in this First Amendment, unless otherwise expressly defined herein, shall have the same meaning ascribed thereto in the Agreement.

5. This First Amendment may be executed in counterparts, all of which shall constitute the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

"SELLER"

Witnesses

CENTURY GROUP, INC.

By: _____

James Looker
Vice President

Dated: October __, 1990

As to Mr. Looker

Witnesses

"BUYER"

James M. Dingus

Theodore F. Bertuca
Theodore F. Bertuca

Dated: October 25, 1990

Quintina Howard
As to Mr. Bertuca

"ESCROW AGENT"

Witnesses

HILL, WARD & HENDERSON, P.A.

By: _____

Dated: October __, 1990

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5. This First Amendment may be executed in counterparts, all of which shall constitute the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

"SELLER"

CENTURY GROUP, INC.

By: James R. Looker
James Looker,
Vice President
Dated: October 25, 1990

Witnesses

James Crowford
Cathy R...
As to Mr. Looker

"BUYER"

Theodore F. Bertuca

Dated: October __, 1990

Witnesses

As to Mr. Bertuca

"ESCROW AGENT"

HILL, WARD & HENDERSON, P.A.

By: [Signature]
Dated: October __, 1990

Witnesses

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SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Second Amendment to the Purchase and Sale Agreement as amended by the First Amendment (the "Second Amendment") is made and entered into this 11th day of October, 1990, by and between Century Group, Inc. (hereinafter referred to as the "Seller"), and Theodore F. Bertuca or assigns (hereinafter referred to as the "Buyer").

FOR AND IN CONSIDERATION of Ten and no 100ths dollars (\$10.00), the purchase price and the mutual covenants and undertakings herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SECOND AMENDMENT

1. Section 1.05 Investigation Period of the Purchase and Sale Agreement entered into as of the 8th day of October, 1990 by and between Seller and Buyer as amended by that certain First Amendment to Purchase and Sale Agreement (collectively the "Agreement") is hereby amended to provide that the Investigation Period shall be extended from October 31, 1990 to November 8, 1990.
2. Section 3.01 Closing Date of the Agreement is hereby amended to extend the Closing Date from November 1, 1990 to November 9, 1990.
3. Except as expressly amended by this Second Amendment, all of the terms and conditions of the Agreement are hereby confirmed and ratified and remain in full force and effect.
4. All capitalized terms in this Second Amendment, unless otherwise expressly defined herein, shall have the same meaning ascribed thereto in the Agreement.
5. This Second Amendment may be executed in counterparts, all of which shall constitute the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

"SELLER"

Witnesses

[Signature]

As to Mr. Locker

CENTURY GROUP, INC

By:

[Signature]
James Locker
Vice President

Dated: October 30, 1990

Witnesses

[Signature]

As to Mr. Bertuca

"BUYER"

[Signature]
Theodore F. Bertuca

Dated: October 30, 1990

"ESCROW AGENT"

HILL, WARD & HENDERSON, P.A.

Witnesses

By:

[Signature]

Dated: October __, 1990

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Third Amendment to the Purchase and Sale Agreement as amended by the First Amendment and Second Amendment (the "Third Amendment") is made and entered into this ___ day of November, 1990 by and between Century Group, Inc. (hereinafter referred to as the "Seller"), and Theodore F. Bertuca or assigns (hereinafter referred to as the "Buyer").

FOR AND IN CONSIDERATION of Ten and no 100ths dollars (\$10.00), the purchase price and the mutual covenants and undertakings herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. THIRD AMENDMENT

1. Section 1.05 Investigation Period of the Purchase and Sale Agreement entered into as of the 8th day of October, 1990 by and between Seller and Buyer as amended by that certain First Amendment to Purchase and Sale Agreement and by that certain Second Amendment to Purchase and Sale Agreement (collectively the "Agreement") is hereby amended to provide that the Investigation Period shall be extended from November 8, 1990 to November 14, 1990.
2. Section 3.01 Closing Date of the Agreement is hereby amended to extend the Closing Date from November 9, 1990 to November 19, 1990.
3. Section 3.05 Prorations of the Agreement is hereby amended to add the following:
 - (e) the taxes assessments and other charges identified in subsections (a) and (b) above shall be paid at Closing and prorated as set forth in this Section 3.5, provided, however, to the extent Seller receives reimbursements of such taxes, assessments and charges from the Tenants subsequent to Closing, Seller shall remit Buyer's pro rata share of any such reimbursements to Buyer.
4. Section 1.04 Purchase Price Allocation of the Agreement is hereby amended to grant Buyer the right, in Buyer's sole discretion as based on its review of documentation related thereto, to reallocate the values for the land, improvements and other personal property being purchased under the Agreement. Such reallocation shall

be self executing and immediately effective upon Buyer providing Seller written notice under this Agreement as to such reallocation.

5. Except as expressly amended by this Third Amendment, all of the terms and conditions of the Agreement are hereby confirmed and ratified and remain in full force and effect.
6. All capitalized terms in this Third Amendment, unless otherwise expressly defined herein, shall have the same meaning ascribed thereto in the Agreement.
7. This Third Amendment may be executed in counterparts, all of which shall constitute the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Witnesses

As to Mr. Looker

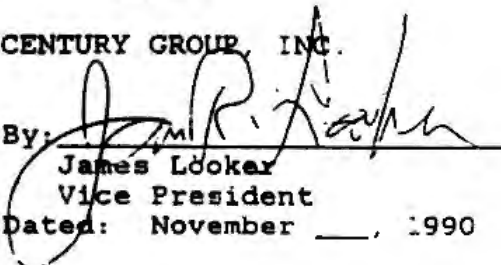
Witnesses

As to Mr. Bertuca

Witnesses

"SELLER"

CENTURY GROUP, INC.

By: 
James Looker
Vice President
Dated: November __, 1990

"BUYER"

Theodore F. Bertuca
Dated: November __, 1990

"ESCROW AGENT"

HILL, WARD & HENDERSON, P.A.
By: _____
Dated: November __, 1990

be self executing and immediately effective upon Buyer providing Seller written notice under this Agreement as to such reallocation.

- 5. Except as expressly amended by this Third Amendment, all of the terms and conditions of the Agreement are hereby confirmed and ratified and remain in full force and effect.
- 6. All capitalized terms in this Third Amendment, unless otherwise expressly defined herein, shall have the same meaning ascribed thereto in the Agreement.
- 7. This Third Amendment may be executed in counterparts, all of which shall constitute the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Witnesses

As to Mr. Locker

Witnesses

Lena M. Dings
Jennifer A. Hockley
As to Mr. Bertuca

"SELLER"

CENTURY GROUP, INC.

By: James R. Looker
James Looker
Vice President
Dated: November 7, 1990

"BUYER"

Theodore F. Bertuca
Theodore F. Bertuca
Dated: November 7th, 1990

"ESCROW AGENT"

HILL, WARD & HENDERSON, P.A.

Witnesses

By: [Signature]
Dated: November 7, 1990

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Fourth Amendment (the "Fourth Amendment") to the Purchase and Sale Agreement as amended by the First Amendment, Second Amendment and Third Amendment is made and entered into this 14 day of November, 1990 by and between Century Group, Inc. (hereinafter referred to as the "Seller"), and Theodore F. Bertuca or assigns (hereinafter referred to as the "Buyer").

FOR AND IN CONSIDERATION of Ten and No/100ths Dollars (\$10.00), the purchase price and the mutual covenants and undertakings herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. FOURTH AMENDMENT

1. The Purchase and Sale Agreement entered into as of the 8th day of October, 1990 by and between Seller and Buyer as amended by that certain First Amendment to Purchase and Sale Agreement, by that certain Second Amendment to Purchase and Sale Agreement and by that certain Third Amendment to Purchase and Sale Agreement (collectively the "Agreement") is hereby amended to provide that as a condition precedent to Buyer's obligation to close on the Closing Date, Buyer and Seller shall enter into the following agreements:
 - (a) Exhibit A - Agreement for Arbor Oaks Mobile Home Park.
 - (b) Exhibit B - 99-Year Lease Agreement and Holdback and Document Escrow for Wastewater Treatment Facility.
 - (c) Exhibit C - Non-Compete Agreement.
 - (d) Exhibit D - Certification As To "Tap In" or "Impact" Fees
 - (e) Exhibit E - Disbursement letter to Title Company.
 - (f) Exhibit F - Holdback and Document Escrow for Mobile Home Unit.
 - (g) Exhibit G - Notice Letter to Tenants

And Buyer shall receive the following or evidence of the following in form and substance satisfactory to Buyer:

- (a) Receipt and filing with the Florida Secretary of State by Borrower of all UCC-3s requested by Buyer's Lender.
 - (b) No material adverse change has occurred with respect to the Public Service Commission, DER or the Division of Mobile Homes for the State of Florida as it relates to the Property or the operation of the Property.
 - (c) Letter from John Wharton, Esquire opining that closing prior to P.S.C approval or P.S.C. staff approval under Exhibit B above does not present any problems with respect to continuous service or the final approval of the transfer from Seller to Buyer.
 - (d) Leases with Seller for the unsold mobile home units with guaranteed rentals until sale of such mobile home units.
2. If any of the items described in paragraph 1 are not agreed to or complied with on or before the Closing Date by Seller and Buyer, Buyer may, at Buyer's option, terminate the Agreement and receive the immediate return of the Deposit.
 3. Except as expressly amended by this Fourth Amendment, all of the terms and conditions of the Agreement are hereby confirmed and ratified and remain in full force and effect.
 4. All capitalized terms in this Fourth Amendment, unless otherwise expressly defined herein, shall have the same meaning ascribed thereto in the Agreement.
 5. This Fourth Amendment may be executed in counterparts, all of which shall constitute the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

"SELLER"

Witnesses

CENTURY GROUP, INC.

By: 

James Looker
Vice President

Dated: November 14, 1990

As to Mr. Looker

[Signature Lines Continued On Following Page]

Witnesses

[Signature]

As to Mr. Bertuca

Witnesses

l:\v\bertuca\rt\hand.doc

"BUYER"

[Signature]
Theodore F. Bertuca

Dated: November __, 1990

"ESCROW AGENT"

HILL, WARD & HENDERSON, P.A.

By: [Signature]

Dated: November __, 1990


ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

FOR TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, the receipt and sufficiency of which hereby acknowledged, THEODORE F. BERTUCA (the "Assignor"), hereby assigns, transfers and conveys to B.D.C., a Florida Corporation (the "assignee"), all of his right, title and interest in and to that certain Purchase and Sale Agreement dated as of October 8, 1990, as amended by that certain First Amendment to Purchase and Sale Agreement dated as of October 25, 1990, and as further amended by that certain Second Amendment to Purchase and Sale Agreement, dated as of October 30, 1990, (collectively "the Agreement")

Assignee hereby assumes the obligations of the Assignor arising under the aforescribed Agreement arising on and after the date hereof.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment this 3rd day of November, 1990.

Signed, sealed and delivered
in the presence of:




Theodore F. Bertuca