

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re:

LEGACY POOLS, LLC,

**CASE NO. 6:22-bk-03123-LVV
CHAPTER 11**

Subchapter V Election

Debtor.

_____ /

**NOTICE OF FILING SECOND MODIFICATION TO THE
SUBCHAPTER V PLAN OF REORGANIZATION FOR LEGACY POOLS, LLC**

LEGACY POOLS, LLC (the “Debtor”) hereby gives notice of filing:

1. SECOND MODIFICATION TO SUBCHAPTER V PLAN OF REORGANIZATION FOR LEGACY POOLS, LLC. (Doc. No. 32).

RESPECTFULLY SUBMITTED this 25th day of January, 2023.

/s/ Daniel A. Velasquez

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**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the **NOTICE OF FILING SECOND MODIFICATION TO THE PLAN OF REORGANIZATION FOR LEGACY POOLS, LLC** has been furnished either electronically and/or by U.S. First Class, postage prepaid mail to: all parties receiving notice via CM/ECF; all parties in interest identified in the attached mailing matrix; the Office of the United States Trustee, c/o Bryan E. Buenaventura., 400 West Washington Street, Suite 1100, Orlando, Florida 32801, and the Subchapter V Trustee, Robert Altman, PO Box 922, Palatka, Florida 32178, robertaltman@bellsouth.net; this 25th day of January 2023.

/s/ Daniel A. Velasquez

Daniel A. Velasquez, Esq.

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In re:

LEGACY POOLS, LLC,

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Subchapter V Election

Debtor.

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**SECOND MODIFICATION TO SUBCHAPTER V PLAN OF REORGANIZATION FOR
LEGACY POOLS, LLC**

COUNSEL FOR DEBTOR

DANIEL A. VELASQUEZ, ESQ.
LATHAM, LUNA, EDEN & BEAUDINE, LLP
201 S. ORANGE AVENUE, SUITE 1400
ORLANDO, FLORIDA 32801

January 25, 2023

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re:

LEGACY POOLS, LLC,

CASE NO. 6:22-bk-03123-LVV
CHAPTER 11

Subchapter V Election

Debtor.

SECOND MODIFICATION TO SUBCHAPTER V PLAN OF REORGANIZATION
FOR LEGACY POOLS, LLC

LEGACY POOLS, LLC (the “Debtor”), by and through its undersigned counsel, and pursuant to 11 U.S.C. § 1193(a), files the following modification to the Subchapter V Plan of Reorganization (Doc. No. 32) (the “Plan”). All terms of the Plan not altered by the modifications herein, and the modifications at Doc. No. 80, shall remain as set forth in the Plan.

ARTICLE V – TREATMENT OF IMPAIRED CLASSES.

Article V, Section C is modified to read as follows:

C. Unsecured Claims.

1. Class 13 – Allowed General Unsecured Claims Against Legacy Pools, LLC.

Class 13 consists of all Allowed General Unsecured Claims against the Debtor held by parties who elect to NOT PARTICIPATE as a beneficiary of the Construction Trust established below in Article VI, Section D. In full satisfaction of their Allowed Class 13 General Unsecured Claims, Holders of Class 13 Claims shall receive annual *pro rata* distributions of the Debtor’s actual Disposable Income on February 28th of each year over a term of five (5) years from the Effective Date after Administrative Claims and Priority Claims are satisfied in full. The first Distribution of Disposable Income (if any) under the Plan will occur on February 28, 2024. In addition to the receipt of Debtor’s Disposable Income, Class 13 Claimholders shall receive a *pro rata* share of the net proceeds recovered from all Causes of Action after payment of

professional fees and costs associated with such collection efforts, and after Administrative Claims and Priority Claims are paid in full. The maximum Distribution to Class 13 Claimholders shall be equal to the total amount of all Allowed Class 13 General Unsecured Claims. Class 13 is Impaired

ARTICLE VI – MEANS OF IMPLEMENTATION.

Article VI, Section A is amended to read as follows:

A. Business Operations and Plan Consideration Provided by Chad and Kristin Black.

The Plan contemplates the Debtor will continue to manage and operate its business in the ordinary course, but with restructured debt obligations, reduced overhead, and fewer assets. It is anticipated that the Debtor's continued operations will initially mainly involve pool design and construction management and consulting services, any Disposable Income from such operations will be committed to make the Plan Payments. Following confirmation of the Plan, the Debtor intends to roll out a series of design and engineering service options to old and new customers under which the Debtor would charge a fee depending on the scope of design and engineering services requested by a particular customer, but will also assess its ability to resume construction services depending on market demand and profitability measures. Debtor believes there will be a high demand for its design and engineering service options which could result in homeowner savings of 30-40% and allow homeowners to move construction forward at their own pace. Debtor's projection of financial performance over the five year term of the Plan is attached hereto as **Exhibit "A"**.

As it pertains to Causes of Action, Debtor has done an initial investigation by reviewing its books and records and has identified potential preference actions against MCA Servicing Company and Samson MCA, LLC (merchant cash advance lenders); and three (3) construction lien foreclosure cases it intends to pursue post-confirmation, none of which involve a Construction Trust Beneficiary. The potential recoveries from the Causes of Action could exceed

\$500,000.00; although recoveries through litigation are uncertain. Debtor will continue to review its financial affairs and determine if there are any viable Causes of Action within ninety (90) days of the Effective Date. Any such identified Cause of Action or potential Cause of Action shall be disclosed to all creditors and parties in interest prior to such period of time and are otherwise preserved as set forth in this Plan

The Plan will also be implemented utilizing funding provided by Chad and Kristin Black (the “**Insiders**”). The Insiders will provide plan consideration in the amount of \$25,000.00 (the “**Plan Consideration**”) subject to confirmation of the Plan (as modified) with a conditional injunction entered in favor of the Insiders to the extent and on the terms and conditions outlined in the Plan (as modified). The Plan Consideration provided by the Insiders will be utilized to establish a Litigation Committee and to pay Allowed Administrative Expense Claims. Prior to the Confirmation Hearing, the Insiders shall deposit or cause the deposit of the Plan Consideration into the trust account of Latham Luna Eden & Beaudine, LLP.

<End of Article VI, Section A Modifications>

Article VI, Section C shall be modified to read as follows:

C. Management, Control and Operation of the Debtor.

The management and operations of the Debtor will continue to be overseen and managed by Chad and Kristin Black, who will each continue to cultivate the Debtor’s existing customer base and improve and provide design support for the Debtor’s product offerings. The powers Mr. and Mrs. Black (who retained the titles of President (Mr. Black) and Vice-President (Mrs. Black) prior to the Petition Date) shall be substantially the same as they were prior to the Petition Date.

In the event of a liquidation of the Debtor’s estate in Chapter 7, or the removal of the debtor-in-possession as proposed by the Office of the United States Trustee, Mr. and Mrs.

Black will conclude their involvement in the Debtor which would dramatically affect the Debtor's business relationships with its current customers and hinder its ability to finish projects for its customers, including those customers participating in the Construction Trust.

Mr. and Mrs. Black will forego compensation while the Conditional Injunction contemplated and created under the Plan remains in place, but shall be entitled to gross compensation at a rate of \$3,500.00 each per month upon termination of the Conditional Injunction. The compensation received by Mr. and Mrs. Black shall be subject to 3.00% annual increases provided the Debtor remains in compliance with its obligations under the Plan.

<End of Article VI, Section C Modifications>

Article VI, Section D shall be modified to read as follows:

D. The Construction Trust.

The Plan contemplates that, upon entry of the Confirmation Order, a Construction Trust will be formed for the benefit of those customers of the Debtor (referred to individually as a "**Construction Trust Beneficiary**") who elect to participate in the Construction Trust to have their pool projects completed, and who also agree to pay their respective Inflation Adjustment into the trust account (the "**Construction Trust Account**") of Debtor's counsel, Latham Luna Eden & Beaudine, LLP for use in connection with the completion of their pool. All Inflation Adjustment funds deposited into the Construction Trust Account will be retained by Debtor's counsel in trust until directed and authorized by the Construction Trust Beneficiary to release such funds to the Reorganized Debtor, or directly to sub-contractors procured by the Reorganized Debtor as the case may be, upon receipt of written certification of completion of all work assigned to such sub-contractor or the Debtor.

The Construction Trust will be overseen and administered by the Debtor's President, Mr. Charles Black, the Debtor's Vice-President, Mrs. Kristin Black, and Debtor's bankruptcy counsel.

Mr. and Mrs. Black will utilize their respective expertise in the construction industry to secure sub-contractors to complete pool projects for the Construction Trust Beneficiaries electing to participate in the Construction Trust. In connection with his work on behalf of the Construction Trust, Mr. and Mrs. Black will be entitled to compensation from the Construction Trust in the amount of \$1,500.00 weekly (gross before taxes), and Latham Luna Eden & Beaudine, LLP (“Latham Luna”) (as Administrator of disbursements from the Construction Trust Account) will be entitled to a 5.00% fee which shall be factored into every Inflation Adjustment payment. To the extent there is any conflict, dispute or issue with respect to the operation of the Construction Trust, Mr. Black, Mrs. Black, Latham Luna, or the Trust Beneficiaries as the case may be, may submit such dispute to the Subchapter V Trustee who will serve as mediator for any conflict or dispute. In the event the conflict, dispute or issue cannot be resolved following mediation with the Subchapter V Trustee, such matter shall be submitted to the Bankruptcy Court who shall retain exclusive jurisdiction to resolve any and all disputes concerning or relating to the Construction Trust. Construction Trust Beneficiaries may request the return of any funds they deposited into the Construction Trust Account at anytime provided no invoices or fees for services performed on their project remain outstanding.

Latham Luna shall keep an accounting of receipts and disbursements, which shall be open to inspection and review by the Construction Trust Beneficiaries upon reasonable notice and without unduly interfering with the operations of Latham Luna. Further, no recourse shall ever be had, directly or indirectly, against the Debtor, its officers or directors, or any employee of the Debtor, Mr. Black, Mrs. Black or Latham Luna by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Debtor, Mr. Black, Mrs. Black, or Latham Luna under the Plan or by reason of the creation of any indebtedness by the Debtor, Mr. Black or

Latham Luna under this Plan for any purpose authorized by the Plan, it being expressly understood and agreed that all such liabilities, covenants, and agreements of the Construction Trust, and its administrators, whether in writing or otherwise, under this Plan shall be enforceable only against, and be satisfied only out of, the Construction Trust Assets, or such part thereof as shall, under the terms of any such agreement, be liable therefor or shall be evidence only of a right of payment out of the income, proceeds and avails of the Construction Trust assets, as the case may be; and every undertaking contract, covenant, or agreement entered into in writing by or on behalf of the Construction Trust shall expressly provide and be the exclusive personal liability of the Construction Trust.

The administrators of the Construction Trust shall not be liable for any act he or she may do or omit to do hereunder while acting in good faith and in the exercise of his or her best judgment, and the fact that such act or omission was advised, directed or approved by an attorney acting as attorney for an administrator of the Construction Trust shall be conclusive evidence of such good faith and best judgment. Notwithstanding the foregoing, this paragraph shall not apply to any gross negligence or willful misconduct by the Construction Trust or its agents and administrators; and nothing in this paragraph abrogates the Construction Trust's obligation to comply with the Internal Revenue Code, if applicable.

Each party's election to participate as a beneficiary of the Construction Trust shall be set forth in writing in the customized ballot to accept or reject the Debtor's Plan. Those party's electing to participate as a beneficiary of the Construction Trust will not be entitled to a recovery pursuant to the treatment afforded to Class 13 General Unsecured Creditors, and instead, will be deemed to have waived any claim such party may have retained against the Debtor prior to the Petition Date. All parties who have deposited funds into the Construction Trust Account prior to entry of the Confirmation Order shall be deemed a Construction Trust Beneficiary and shall be

bound to the terms of the Plan and any agreements with the Debtor memorialized after the Petition Date. To the extent the Holder of a Class 13 General Unsecured Claim desires to become a Construction Trust Beneficiary after entry of the Confirmation Order, such party shall be deemed a Construction Trust Beneficiary upon compliance with the provisions of this section and deposit into the Construction Trust Account.

<End of Article VI, Section D Modifications>

Article VI, Section D(1) is added after Section D and shall read as follows:

D(1). The Litigation Committee.

The Plan contemplates that, upon entry of the Confirmation Order, a Litigation Committee will be formed, the litigation fees and costs of which will be funded with \$10,000.00 from the Plan Consideration provided by the Insiders. The Litigation Committee shall prosecute any Causes of Action the Debtor may have against the Insiders and shall distribute net proceeds from Causes of Action initiated against the Insiders, after payment of Post-Confirmation Fees and Expenses, in accordance with the Plan.

The Litigation Committee shall be represented by **Jeffrey S. Ainsworth, Esq., of Branson Law, PLLC, 1510 E. Concord Street, Orlando, Florida 32803** (hereinafter the “Litigation Agent”). Following confirmation of the Plan, the Reorganized Debtor will issue a “*Request for Applications*” to all holders of general unsecured claims (which shall not include the claim of any insider or affiliate) who are interested and willing to serve on a 3-person oversight board which will oversee and manage the Litigation Committee. Upon completion of the application process, the Reorganized Debtor will select three representatives of the holders of Allowed Class 13 Claims who submitted applications to serve on the 3-person oversight board (the “Oversight Board”). The Oversight Board will work with and receive guidance from the Litigation Agent with respect to the pursuit of Causes of Action against the Insiders. All members of the

Oversight Board shall be fiduciaries for those parties retaining Allowed Class 13 Claims.

On the date the Causes of Action against the Insiders are fully resolved by Final Order of the Bankruptcy Court, and after all Distributions required to be made by the Litigation Committee are completed, the Litigation Committee shall have no further obligations under the Plan and shall dissolve the Litigation Committee and relinquish all powers and authority. If at any time Allowed Class 13 Claims are satisfied in full, The Litigation Committee shall have no further obligations under the Plan and shall be dissolved.

The Litigation Committee shall make Payments and Distributions as follows:

- 1) First, to pay the costs and expenses incurred by the Litigation Agent, including without limitation, the costs and expenses incurred by the Litigation Committee.
- 2) Second, to make Distributions to creditors as provided in the Plan; and
- 3) Third, to the Reorganized Debtor.

< End of Article VI, Section D(1) Modification >

Article VII, Section S shall be modified to read as follows:

S. Conditional Temporal Injunction.

1. Protected Parties.

Charles Black and Kristin Black have been involved in all material aspects of the Debtor's operation since inception and have made a significant contribution to the funding of the Plan. (Mr. Black and Mrs. Black are collectively referred to herein as the "**Protected Parties**"). With the assistance of the Protected Parties, the Debtor's assets are, and will continue to be, managed to achieve positive cash flow that will provide a clear economic benefit to creditors and homeowners who desire to have their pool projects completed. Debtor believes the Protected Parties have and are continuing to contribute significant value to the Debtor's estate, and will continue to contribute value to the Reorganized Debtor and the Construction Trust created herein

based upon the following:

(a) The Protected Parties have managed the ongoing business operations of the Debtor since the Petition Date for no compensation and, will continue to support and seek approval of the Plan and assist the Debtor through Confirmation of the Plan for no compensation provided the Conditional Injunction contemplated herein remains in place;

(b) The Protected Parties will contribute a total of \$25,000.00 (the “Plan Consideration”) towards funding the Plan, provided the Plan is confirmed with the Conditional Injunction proposed in this section;

(c) The Protected Parties will devote and utilize their time, resources, industry knowledge, and business contacts toward the successful completion of all Plan obligations for the benefit of all creditors and the homeowners participating in the Construction Trust who desire to have their pool projects completed.

(d) The Debtor and the Protected Parties agree that any applicable statute of limitations period and/or pending proceedings pertaining to a claim held by an enjoined party against the Protected Parties will be tolled and/or abated during the term of the Plan such that the claims of any enjoined party against a non-debtor third-party will not be impaired.

In consideration of the substantial contributions made and to be made by the Protected Parties, the Plan contemplates a broad third-party conditional temporal injunction in favor of the Protected Party only until the earlier of: (i) the completion of all projects for homeowners participating in the Construction Trust; or (ii) Debtor’s failure to perform its obligations under the Plan.

2. Basis for Injunction.

The Plan is premised upon the injunction contained below. Debtor asserts the injunction described herein is given as consideration for the accommodations provided by the

Protected Parties under the plan and is fair consideration for, as the case may be, for valuable services provided in support of the Plan and the Debtor's reorganization effort. The Debtor believes that unless the injunction outlined herein is binding on all parties through confirmation of the Plan, depletion of the Debtor's assets and human resources would result along with the accumulation of claims against the Estate and the reduction of distributions to creditors under the Plan, and the potential inability to complete projects under the Construction Trust. To the extent the Protected Parties are burdened and distracted by ongoing litigation, it is likely the Debtor's financial affairs will be significantly impaired, the progress made through the Construction Trust would be significantly impaired, the Debtor's financial affairs will not be restructured, the goals of the Construction Trust will not be fulfilled, and the Debtor will not successfully reorganize.

3. Terms of Injunction.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR TO OTHERWISE ENFORCE THE TERMS OF THE PLAN, AS OF THE CONFIRMATION DATE ALL PERSONS LISTED ON DEBTOR'S SCHEDULE H (Doc. No. 23, p. 74) AND ALL LITIGATION PLAINTIFF'S WHO HAVE HELD, CURRENTLY HOLD, OR MAY HOLD A CLAIM, OTHER DEBT OR LIABILITY AGAINST THE PROTECTED PARTY WHICH AROSE OR WAS INCURRED IN CONNECTION WITH THE OPERATION OF DEBTOR'S BUSINESS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARE ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS ON ACCOUNT OF ANY SUCH IMPAIRED OR TERMINATED CLAIMS, DEBTS OR LIABILITIES, INTERESTS OR RIGHTS:

(I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR PROCEEDING AGAINST THE PROTECTED PARTIES OR THEIR PROPERTY INTERESTS, OTHER THAN TO ENFORCE ANY RIGHT PURSUANT TO THE PLAN;

(II) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE

PROTECTED PARTIES OR THEIR PROPERTY INTERESTS OTHER THAN AS PERMITTED PURSUANT TO (I) ABOVE;

(III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST THE PROTECTED PARTIES OR THEIR PROPERTY INTERESTS;

(IV) ASSERTING A SETOFF, RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE PROTECTED PARTIES; AND

(V) COMMENCING OR CONTINUING ANY ACTION AGAINST THE PROTECTED PARTIES, IN ANY MANNER, IN ANY PLACE THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN.

FROM AND AFTER THE CONFIRMATION DATE, THE INJUNCTION DESCRIBED HEREIN SHALL BECOME EFFECTIVE AND ALL HOLDERS OF CLAIMS AND INTERESTS SHALL BE ENJOINED FROM COMMENCING OR CONTINUING ANY OF THE ACTIONS DETAILED HEREIN UNTIL THE EARLIER OF: (I) THE COMPLETION OF ALL PROJECTS FOR HOMEOWNERS PARTICIPATING IN THE CONSTRUCTION TRUST; OR (II) DEBTOR'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THE PLAN.

<End of Article VII, Section S Modifications>

EXHIBIT "A"

YEAR 1

Legacy Pools, LLC

MONTHLY	1-Mar	1-Apr	1-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec
Pool Design and Engineering ONLY (# of Sales)	3.00	4.00	5.00	7.00	8.00	8.00	9.00	9.00	10.00	9.00
Pool Design and Engineering ONLY	\$ 5,985.00	\$ 7,980.00	\$ 9,975.00	\$ 13,965.00	\$ 15,960.00	\$ 15,960.00	\$ 17,955.00	\$ 17,955.00	\$ 22,455.00	\$ 19,960.00
Design / Engineer / Permit and Construction Consulting (# of Sales)	2.00	4.00	4.00	5.00	5.00	5.00	6.00	6.00	7.00	5.00
Design / Engineer / Permit and Construction Consulting	\$ 9,990.00	\$ 19,980.00	\$ 19,980.00	\$ 24,975.00	\$ 24,975.00	\$ 24,975.00	\$ 29,970.00	\$ 29,965.00	\$ 43,750.00	\$ 31,250.00
Revenues	\$ 15,980.00	\$ 27,968.00	\$ 29,964.00	\$ 38,952.00	\$ 40,948.00	\$ 40,948.00	\$ 47,940.00	\$ 47,935.00	\$ 66,222.00	\$ 51,224.00
Payroll	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
Outsourced Staffing	\$2,750.00	\$4,400.00	\$4,950.00	\$ 6,600.00	\$ 7,150.00	\$ 7,150.00	\$ 8,250.00	\$ 8,250.00	\$ 8,800.00	\$ 7,150.00
Supplies/Office Equip/Postage	\$ 100.00	\$100	\$100	\$ 100.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 175.00	\$ 150.00
Advertising	\$ 750.00	\$750	\$1,000	\$ 1000.00	\$ 1000.00	\$ 1000.00	\$ 1000.00	\$ 1000.00	\$ 1200.00	\$ 1200.00
Telephone/Internet/Support	\$ 125.00	\$125	\$125	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
Class 13(a) - SCP Distributors	\$4,067	\$4,067	\$4,067	\$ 4067.02	\$ 4067.02	\$ 4067.02	\$ 4067.02	\$ 4067.02	\$ 4067.02	\$ 4067.02
Priority Tax Claims (IRS)	\$120.61	\$120.61	\$121.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00
Liability Insurance	\$ 200.00	\$200	\$200	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Rent	\$ 340.00	\$340	\$340	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Expenses	\$4,265.00	\$10,102.63	\$10,903.02	\$ 12,213.02	\$ 19,763.02	\$ 19,763.02	\$ 20,913.02	\$ 16,846.00	\$ 17,621.00	\$ 15,946.00
Net Income	\$ 11,715.00	\$ 17,865.37	\$ 19,060.98	\$ 26,738.98	\$ 21,184.98	\$ 21,184.98	\$ 27,026.98	\$ 31,089.00	\$ 48,601.00	\$ 35,278.00

Annual Net Income Total Yr1

\$349,691.27

Total Revenues Yr1

\$530,519.00

YEAR 2

SERVING: BREVARD / ORLANDO / DAYTONA / INDIAN RIVER

MONTHLY	1-Mar	1-Apr	1-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec
Pool Design and Engineering ONLY (# of Sales)	10.00	10.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00	9.00
Pool Design and Engineering ONLY	\$ 26,950.00	\$ 26,950.00	\$ 29,400.00	\$ 29,400.00	\$ 29,400.00	\$ 29,400.00	\$ 29,400.00	\$ 29,400.00	\$ 29,400.00	\$ 24,500.00
Design / Engineer / Permit and Construction Consulting (# of Sales)	7.00	7.00	8.00	8.00	8.00	7.00	7.00	8.00	8.00	6.00
Design / Engineer / Permit and Construction Consulting	\$ 43,750.00	\$ 43,750.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 43,750.00	\$ 43,750.00	\$ 50,000.00	\$ 50,000.00	\$ 37,500.00

Net Income \$ 51,311.00 \$ 51,311.00 \$ 58,912.00 \$ 58,612.00 \$ 58,612.00 \$ 58,612.00 \$ 52,711.00 \$ 52,661.00 \$ 58,162.00 \$ 58,137.00 \$ 42,760.00

Annual Net Income Total Yr2

\$658,894.00

Total Revenues Yr2

\$904,491.00

YEAR 3

SERVING: BREVARD / ORLANDO / DAYTONA / INDIAN RIVER / TAMPA / JAX

MONTHLY	1-Mar	1-Apr	1-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec
Pool Design and Engineering ONLY (# of Sales)	12.00	13.00	12.00	13.00	13.00	14.00	14.00	14.00	14.00	12.00
Pool Design and Engineering ONLY	\$ 31,850.00	\$ 34,300.00	\$ 41,450.00	\$ 44,700.00	\$ 44,700.00	\$ 47,950.00	\$ 47,950.00	\$ 47,950.00	\$ 47,950.00	\$ 41,450.00
Design / Engineer / Permit and Construction Consulting (# of Sales)	11.00	12.00	12.00	13.00	13.00	13.00	14.00	13.00	14.00	10.00
Design / Engineer / Permit and Construction Consulting	\$ 68,750.00	\$ 75,000.00	\$ 83,400.00	\$ 90,350.00	\$ 90,350.00	\$ 90,350.00	\$ 97,300.00	\$ 90,350.00	\$ 97,300.00	\$ 69,500.00
Revenues	\$ 100,611.00	\$ 109,312.00	\$ 124,862.00	\$ 135,063.00	\$ 135,063.00	\$ 138,313.00	\$ 145,264.00	\$ 138,313.00	\$ 145,264.00	\$ 110,960.00
Payroll	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00
Outsourced Staffing	\$12,650.00	\$13,750.00	\$13,200.00	\$14,300.00	\$14,300.00	\$14,850.00	\$15,400.00	\$14,850.00	\$15,400.00	\$12,100.00
Supplies/Office Equip/Postage	\$ 100.00	\$100	\$100	\$100.00	\$100.00	\$100.00	\$150.00	\$150.00	\$175.00	\$150.00
Advertising	\$ 1500.00	\$1,500	\$1,500	\$1800.00	\$1800.00	\$2000.00	\$2000.00	\$2200.00	\$2200.00	\$2400.00
Telephone/Internet/Support	\$ 125.00	\$125	\$125	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
Priority Tax Claims (IRS)	\$ 121.00	\$121	\$121	\$121.00	\$121.00	\$121.00	\$121.00	\$121.00	\$121.00	\$121.00
Liability Insurance	\$ 200.00	\$200	\$200	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Rent	\$ 0.00	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses	\$29,696.00	\$30,796.00	\$31,246.00	\$32,646.00	\$32,646.00	\$33,996.00	\$33,996.00	\$33,646.00	\$34,221.00	\$31,096.00
Net Income	\$ 70,915.00	\$ 78,516.00	\$ 93,616.00	\$ 102,417.00	\$ 102,417.00	\$ 104,917.00	\$ 111,268.00	\$ 104,667.00	\$ 111,043.00	\$ 79,864.00

Legacy Pools, LLC

Annual Net Income Total Yr3

\$1,150,122.00

Total Revenues Yr3

\$1,539,249

YEAR 4

SERVING: ALL OF FLORIDA

MONTHLY	1-Mar	1-Apr	1-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec
Pool Design and Engineering ONLY (# of Sales)	14.00	15.00	15.00	17.00	17.00	18.00	17.00	17.00	18.00	14.00
Pool Design and Engineering ONLY	\$ 47,950.00	\$ 51,200.00	\$ 51,200.00	\$ 57,700.00	\$ 57,700.00	\$ 60,950.00	\$ 57,700.00	\$ 57,700.00	\$ 60,950.00	\$ 47,950.00
Design / Engineer / Permit and Construction Consulting (# of Sales)	16.00	16.00	17.00	18.00	19.00	19.00	19.00	19.00	20.00	16.00
Design / Engineer / Permit and Construction Consulting	\$ 127,200.00	\$ 127,200.00	\$ 135,150.00	\$ 143,100.00	\$ 151,050.00	\$ 151,050.00	\$ 151,050.00	\$ 151,050.00	\$ 159,000.00	\$ 127,200.00

Legacy Pools, LLC

Annual Net Income Total Yr4

\$1,901,743.00

Total Revenues Yr4

\$2,409,468

YEAR 5

SERVING: ALL OF FLORIDA

MONTHLY	1-Mar	1-Apr	1-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec
Pool Design and Engineering ONLY (# of Sales)	20.00	22.00	22.00	24.00	24.00	26.00	26.00	28.00	28.00	24.00
Pool Design and Engineering ONLY	\$ 71,450.00	\$ 78,350.00	\$ 78,350.00	\$ 85,250.00	\$ 85,250.00	\$ 92,150.00	\$ 92,150.00	\$ 99,050.00	\$ 99,050.00	\$ 85,250.00
Design / Engineer / Permit and Construction	20.00	20.00	22.00	23.00	26.00	26.00	23.00	24.00	26.00	22.00
Consulting (# of Sales)										
Design / Engineer / Permit and Construction	\$ 159,000.00	\$ 159,000.00	\$ 174,900.00	\$ 182,850.00	\$ 206,700.00	\$ 206,700.00	\$ 182,850.00	\$ 190,800.00	\$ 206,700.00	\$ 174,900.00
Consulting										
Revenues	\$ 230,470.00	\$ 237,370.00	\$ 253,272.00	\$ 268,123.00	\$ 291,976.00	\$ 298,876.00	\$ 275,023.00	\$ 289,874.00	\$ 305,776.00	\$ 260,172.00
Payroll	\$20,000.00	\$20,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$24,000.00
Outsourced Staffing	\$22,000.00	\$23,100.00	\$24,200.00	\$ 25,850.00	\$ 27,500.00	\$ 28,600.00	\$ 26,950.00	\$ 28,600.00	\$ 29,700.00	\$ 25,300.00
Supplies/Office Equip/Postage	\$ 100.00	\$100	\$100	\$ 100.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 175.00	\$ 150.00
Advertising	\$ 2500.00	\$3,000	\$3,000	\$ 3200.00	\$ 3300.00	\$ 3500.00	\$ 3500.00	\$ 3500.00	\$ 3800.00	\$ 3800.00
Telephone/Internet/Support	\$ 125.00	\$125	\$125	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
Liability Insurance	\$ 200.00	\$200	\$200	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Rent	\$ 0.00	\$0	\$0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
EXPENSES	\$44,925.00	\$46,525.00	\$49,625.00	\$ 51,475.00	\$ 53,225.00	\$ 54,525.00	\$ 52,925.00	\$ 54,575.00	\$ 56,000.00	\$ 53,575.00
Net Income	\$ 185,545.00	\$ 190,845.00	\$ 203,647.00	\$ 216,648.00	\$ 238,751.00	\$ 244,351.00	\$ 222,098.00	\$ 235,299.00	\$ 249,776.00	\$ 206,597.00

Legacy Pools, LLC

Annual Net Income Total Yr5

\$2,689,211.00

Total Revenues Yr5

\$3,321,136

5 YEAR TOTAL INCOME

\$6,749,661.27

5 YEAR TOTAL REVENUE

\$8,704,863