

Sales & Use Tax Audit # ████████ 248

Exh	Exhibit	Type	ErrorRatio	SampleError	SampleBase	TotalBase	AdditionalTaxDue
A01	Taxable Sales - ████████ - Rate Test	Detail	0.000000	1,872.95	0.00	0.00	1,872.95
A02	Sale - ████████	% Error	0.019210	3,830.46	199,395.91	3,317,709.86	63,733.19
A03	Exempt Sales - ████████	% Error	0.068707	1,414.14	20,582.13	3,337,213.41	229,289.91
A04	PPD Sales - SUT- Other: Tax Not Separately Stated	% Error	0.036071	32,646.46	905,066.28	18,227,185.66	657,472.80
A05	Unreported Tax Collected	Tax Due	0.000000	1,993.73	0.00	0.00	1,993.73
A06	Late Payment	Late Pmts	0.000000	0.00	0.00	0.00	0.00
B01	Fixed Assets	Detail	0.000000	2,118.94	0.00	0.00	2,118.94
B02	Fixed Assets - Estimated Fixed Assets 2017	Tax Due	0.000000	834.21	0.00	0.00	834.21
B03	General Expenses	% Error	0.062230	1,523.70	24,485.05	336,864.12	20,963.08
B04	Commercial Rent	Detail	0.000000	69,962.89	0.00	0.00	69,962.89
	Item						Amount
	Additional Tax Due as above						1,048,241.70
	Penalty before printing DR-1215						262,060.44
	Penalty Adjustment after printing DR-1215						
	Interest through 09/26/2018						184,799.06
	Daily Interest from 09/27/2018						229.75



Closing Agreement

This is a Closing Agreement between the Florida Department of Revenue and [redacted] (the taxpayer), Florida Tax No. [redacted] compromising and settling the taxpayer's liability pursuant to s. 213.21(2), Florida Statutes (F. S.).

By entering into this Closing Agreement, the parties mutually agree that:

- 1. The taxpayer waives any and all rights to institute any judicial or administrative proceedings...
2. This agreement is for the sole purpose of compromising and settling the taxpayer's liability to the State of Florida for:
(a) An audit assessment, audit number [redacted] 248, covering the period [redacted] or
(b) A specific transaction/assessment for [redacted], under Chapter [redacted], F.S., for the period(s) [redacted], or
(c) Other [redacted]
3. This agreement is final and conclusive with respect to the audit assessment or specific transaction/assessment and period described above...
4. The basis for this settlement is: [redacted]
5. Either party to this agreement shall be entitled to recover reasonable attorney's fees and costs...
6. A schedule of the original liability, the amount(s) revised or adjusted, the amount(s) compromised or settled, and the settled liability is indicated below:

Table with 5 columns: Original Assessment, Amount Revised or Adjusted Per Chapter 212, F.S., Amount Compromised or Settled Under s. 213.21(3), F.S., Settled Liability. Rows include Tax, Penalty, Interest, Total, Additional Interest, Payments Received, Subtotal, and Total Balance Due.

Accordingly, the Florida Department of Revenue and the taxpayer accept the settled liability reflected in this agreement as the lawful amount due the State of Florida with respect to this liability.

Jim Zingale, Executive Director
Florida Department of Revenue

By [redacted]
Signature of Taxpayer

By [redacted]
Signature as Agent for the Department

Title Date

Title Date

RETURN SIGNED CLOSING AGREEMENT TO:

Florida Department of Revenue
Los Angeles Service Center
2390 E Orangewood Ave Ste 325
Anaheim CA 92806-6158