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ATTORNEYS AT LAW

REPLY TO:

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WILLIAM J. ROBERTS  
OF COUNSEL

May 8, 1997

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NAPLES, FLORIDA 34101-7907  
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Ms. Blanca Bayo  
Director, Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

940554-TP

Re: Joint Petition for Approval of the Transfer of  
Controlling Stock Interest in Indiantown Telephone  
System, Inc.

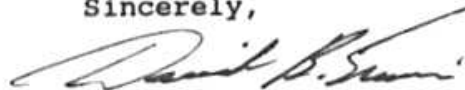
Dear Ms. Bayo:

Enclosed please find the original and seven copies of the  
Joint Petition for Approval of the Transfer of Controlling Stock  
Interest in Indiantown Telephone System, Inc., along with the  
stock purchase agreement and the advertisement which will be  
published and sent to subscribers and Martin County.

Please note that the stock purchase agreement has not been  
signed by all of those who must sign. Some of the signing is  
taking place outside of the United States, and when the executed  
agreement is available, it will be filed.

Thank you for your attention to this filing. Please call me  
if you have any questions.

Sincerely,



David B. Erwin

DBE:akh  
Enclosures  
cc: Robert M. Post, Jr.

DOCUMENT NUMBER-DATE

04602 MAY-85

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Transfer of )  
Controlling Stock )  
Interest in Indiantown )  
Telephone System, Inc. )  
\_\_\_\_\_ )

Docket No.

Filed: May 8, 1997

JOINT PETITION FOR APPROVAL OF THE  
TRANSFER OF CONTROLLING STOCK INTEREST  
IN INDIANTOWN TELEPHONE SYSTEM, INC.

Pursuant to Section 364.33, Florida Statutes, Indiantown Company, Inc., the name of which is to be changed to CFC Parent, Inc. (CFC Parent), and Postco, Inc. (Postco) hereby jointly petition for approval of the transfer of a controlling stock interest in Indiantown Telephone System, Inc. (TELCO) from CFC Parent to Postco.

In support of this Petition, the parties state as follows:

1. TELCO provides local exchange telephone service in a portion of Martin County, Florida, pursuant to Certificate No. 30, granted by the Commission. TELCO also has pay telephone certificate No. 5100, but has not yet provided service. TELCO is also awaiting the issuance of an ALEC certificate in Docket No. 970129-TC.

2. TELCO is a small local exchange telecommunications company, as defined by Section 364.052(1), F.S.

3. TELCO has become a "price regulated" company, regulated pursuant to Section 364.051, F.S., and effective December 10, 1996, TELCO is no longer regulated as a "rate base, rate of return" company.

4. TELCO is subject to the provisions of Section 364.33,

DOCUMENT NUMBER-DATE

04602 MAY-85

FPSC-RECORDS/REPORTING

F.S., and is required to obtain approval of the stock transfer described herein.

5. Indiantown Company, Inc. is in the process of legally changing its name to CFC Parent, Inc. (CFC Parent).

6. The common stock of TELCO is wholly owned by CFC Parent, the parent of TELCO. In turn the common stock of CFC Parent is owned by two other U.S. corporations and two individuals who are foreign nationals. Robert M. Post, Jr. has managed the business affairs of CFC Parent and TELCO and other subsidiaries for the last six years. Before Robert M. Post, Jr., his father, Robert M. Post, Sr., managed the business affairs of the two companies. It has always been generally assumed, even by most FPSC staff, that CFC Parent and TELCO were owned by the Posts, due to operational and management control by the Posts, even though the Posts had no actual ownership.

7. In addition to common stock, CFC Parent has authorized 20,000 shares of 6% non-cumulative, \$100 a share par value, preferred stock, of which 12,335 shares are outstanding and owned by one of the two corporate owners of common stock of CFC Parent, but this preferred stock will have been redeemed before acquisition of the common stock for which approval is sought herein.

8. CFC Parent operates several businesses; one is a Commission regulated water and wastewater utility, for which a separate transfer petition is being filed contemporaneously with this petition. It is this water and wastewater aspect of the corporate restructure that necessitates changing the name of Indiantown Company, Inc., to CFC Parent, Inc., and then

subsequently changing the name of the water and wastewater subsidiary company back to Indiantown Company. CFC Parent also owns the stock of Arrow Communications, Inc. which has ALEC, IXC and pay telephone certificates. Approval to transfer these certificates is also being sought in a separate transfer petition which is being filed contemporaneously with the filing of this petition. CFC Parent operates several businesses which are non-regulated by the FPSC, including a garbage collection business, the assets of which will be transferred to a newly formed corporation to be named ICO Sanitation, Inc.

9. There are a number of complex transactions that must take place in order for the current owners to dispose of their interests in TELCO, Arrow and the regulated water and wastewater systems, while minimizing their exposure to tax liabilities on both the state and federal levels and, at the same time, leaving the regulated utilities in the same condition they are now in, except for making the current manager also the owner. The complete agreement between the parties is set out in Attachment A.

10. That portion of the multifaceted transaction which CFC Parent believes is pertinent to the transfer of the controlling interest in the stock of TELCO, is as follows: Robert M. Post, Jr. has caused to be incorporated a company by the name of Postco, Inc. (Postco). The owner of all of the issued and outstanding shares of common stock of Postco is Robert M. Post, Jr., who is also the sole Director. Officers have not been chosen yet. Postco will purchase all of the common stock of TELCO owned by CFC Parent for a cash

purchase price of \$4,500,000, which is the amount allocated to the TELCO purchase from a total purchase price of \$7 million paid to CFC Parent for the common stock of TELCO and the common stock of three other companies, Arrow Communications, Inc. and the two newly formed subsidiary corporations, ICO Enterprises, Inc. (to be renamed Indiantown Company), and ICO Sanitation, Inc. (non-regulated).

11. The Joint Petitioners request that the Commission grant approval of the proposed sale as not inconsistent with the public interest for the following reasons:

a) TELCO will continue to furnish telephone service pursuant to authority granted by the Commission and under tariffs on file with and approved by the Commission. The company will retain its name and will continue to be managed and operated by the same people who are presently accomplishing the job in an acceptable manner.

b) Postco, the new corporate owner of the stock of TELCO has sufficient capital to assure the continued availability of adequate and reliable telephone service to the subscribers of TELCO, and the common stock of the new corporate owner is totally owned by the present Manager and President of TELCO.

c) Postco does not propose or seek approval of an acquisition adjustment in connection with the purchase of the stock of TELCO.

12. The Joint Petitioners do not believe that Rule 25-4.005, F.A.C., applies to this case because no change is proposed in the geographic service area or the customers served by TELCO. Nevertheless, in an attempt to substantially satisfy the purpose of

the rule, the Joint Petitioners have given notice of the proposed sale as follows:

a) An advertisement in a newspaper of general circulation in the TELCO service territory will be published twice as required, in the form appended as Attachment B. Proof of publication will be supplied in a supplemental filing when advertising is completed.

b) Notice will be sent to Martin County in the form appended as Attachment B.

c) Notice to subscribers will be included with the monthly bill of each customer of record, in the form appended as Attachment B.

d) Notice has been given to the Office of Public Counsel through service of a copy of this pleading.

13. The Joint Petitioners believe that the furnishing of the above described notice will achieve substantial compliance with Rule 25-4.005. One part of the rule is burdensome and onerous, but the Joint Petitioners believe that Rule 25-4.005(1)(c), F.A.C., which requires providing the Commission with the name, address and telephone number (in numerical sequence) and class of service of each subscriber is not applicable. It should be noted that the Commission, in a similar transfer proceeding found that Rule 25-4.005(1)(c), F.A.C., was not applicable, and that it was not necessary to process a waiver request. See Order No. PSC-95-1557-FOF-TL.

14. The Joint Petitioners request that this Petition be handled through the Commission's Proposed Agency Action process, as

set forth in Rule 25-22.029, F.A.C.

15. The names and addresses of the Joint Petitioners are:

Robert M. Post, Jr., President  
Indiantown Company, Inc.  
Post Office Box 277  
Indiantown, FL 34956  
(Indiantown Company, Inc. will  
have its name changed to CFC Parent,  
Inc.)

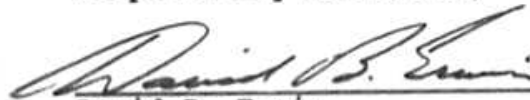
Robert M. Post, Jr.  
Postco, Inc.  
Post Office Box 277  
Indiantown, FL 34956

All notices, orders and correspondence to either of the Joint  
Petitioners should be addressed to

David B. Erwin  
Young, van Assenderp & Varnadoe, P.A.  
225 S. Adams St., Suite 200  
Tallahassee, Florida 32301

WHEREFORE, for the reasons set forth above, the Joint  
Petitioners request that the Commission find that the sale of stock  
of TELCO by CFC Parent to Postco is not inconsistent with the  
public interest, that the Commission approve the transfer pursuant  
to Section 364.33, F.S., and that the Commission waive the portion  
of Rule 25-4.005(1)(c), F.A.C., specified above, if the rule is  
applicable.

Respectfully submitted,



David B. Erwin  
Young, van Assenderp & Varnadoe, P.A.  
225 S. Adams St., Suite 200  
Tallahassee, Florida 32301  
(904) 222-7206  
For the Joint Petitioners

tlh\lita\petition.its

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Joint Petition was served by Hand Delivery this 8th day of May, 1997, to the following:

Jack Shreve  
Office of the Public Counsel  
111 West Madison St., Rm. 812  
Tallahassee, FL 32399-1400



David B. Erwin



## SUBSIDIARY STOCK PURCHASE AGREEMENT

THIS SUBSIDIARY STOCK PURCHASE AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of February \_\_, 1997, by and among Postco, Inc., a Florida corporation ("Postco"), Indiantown Company, Inc., a Florida corporation, the name of which is to be changed to CFC Parent, Inc. ("CFC Parent"), Yves Jacques Rey-Millet, and Paul Vernay, an individual residing in Geneva, Switzerland ("Representative"), in his capacity as the legal representative and guardian and on behalf of Christian Rey-Millet.

### RECITALS

WHEREAS, Yves Jacques Rey-Millet and Christian Rey-Millet (the "Shareholders") own directly or indirectly 100% of the issued and outstanding stock of CFC Parent; and

WHEREAS, Shareholders plan to cause CFC Parent to contribute to ICO Enterprises, Inc., a Florida corporation ("ICO Enterprises") and ICO Sanitation, Inc., a Florida corporation to be formed ("ICO Sanitation"), all of its assets, other than its capital stock in Arrow Communications, Inc., a Florida corporation ("Arrow"), its capital stock in Indiantown Telephone System, Inc., a Florida corporation, ("Telco"), its capital stock in ICO Enterprises and ICO Sanitation, and its capital stock in Central Florida Cellular Telephone Company, Inc., a Florida corporation ("CFCTC"), and except for certain real estate to be redeemed by certain of the CFC Parent shareholders in exchange for a portion of the CFC Parent capital stock; and

WHEREAS, Postco desires to purchase from CFC Parent all of the issued and outstanding capital stock of ICO Enterprises, ICO Sanitation, Arrow and Telco (ICO Enterprises, ICO Sanitation, Arrow and Telco being collectively referred to as the "Subsidiaries"); and

WHEREAS, Shareholders desire to cause CFC Parent to sell to Postco all of the issued and outstanding capital stock of ICO Enterprises, ICO Sanitation, Arrow and Telco (the capital stock of each respective Subsidiary being referred to as the "ICO Enterprises Shares," the "ICO Sanitation Shares," the "Arrow Shares" and the "Telco Shares"); and

WHEREAS, after the transactions contemplated by this agreement, the assets of CFC Parent will consist of only capital stock in CFCTC and \$7,000,000 in cash.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. The Sale and Purchase of Subsidiary Shares.

On or prior to the Closing (as defined below), subject to the terms and conditions set forth herein, Shareholders shall cause CFC Parent to deliver to Postco the stock certificates representing 100% of the Telco Shares, 100% of the Arrow Shares, 100% of the ICO Enterprises Shares and 100% of the ICO Sanitation Shares, and Postco shall deliver to CFC Parent immediately available funds in the amount of Seven Million Dollars (\$7,000,000). The Purchase Price is allocated as follows:

Telco Shares	\$4,500,000
ICO Enterprises Shares	\$1,280,000
ICO Sanitation Shares	\$1,200,000
Arrow Shares	\$ 20,000

2. Closing.

2.1 Closing Date. The closing (the "Closing") of the transactions contemplated by Section 1 shall take place at 10:00 a.m. at the offices of Gunster, Yoakley, Valdes-Fauli & Stuart, P.A., 200 S.E. Monterey Commons Boulevard, Stuart, Florida 34996 on March 31, 1997, subject to the satisfaction of the conditions set forth in Sections 5 and 6, or thereafter at such other time or at such other place as shall be agreed upon by the parties to this Agreement (such date and time being hereinafter called the "Closing Date").

2.2 Closing Date Deliveries. On or prior to the Closing Date:

(a) Shareholders shall deliver or cause CFC Parent to deliver to Postco:

(i) a certificate or certificates representing the Telco Shares registered in the name of CFC Parent duly endorsed for transfer to Postco;

(ii) a certificate or certificates representing the Arrow Shares registered in the name of CFC Parent duly endorsed for transfer to Postco;

(iii) a certificate or certificates representing the ICO Enterprises Shares registered in the name of CFC Parent duly endorsed for transfer to Postco;

(iv) a certificate or certificates representing the ICO Sanitation Shares registered in the name of CFC Parent duly endorsed for transfer to Postco;

(v) the certificates to be delivered by or on behalf of CFC Parent under Sections 7.1 and 7.2;

(vi) an opinion of counsel in the form attached hereto as Exhibit A;

(vii) certificates of good standing of CFC Parent, Telco, Arrow and ICO Enterprises and ICO Sanitation issued by the Secretary of State of the State of Florida shortly prior to the Closing Date;

(viii) a copy of the Articles of Incorporation of each of Telco, Arrow and ICO Enterprises and ICO Sanitation certified by the Secretary of State of the State of Florida shortly prior to the Closing Date;

(ix) a certified copy of resolutions of the Board of Directors and Shareholders of CFC Parent authorizing the sale of the Subsidiaries;

(x) a resignation from each of the directors and officers of the Subsidiaries;

(xi) minute book, stock transfer book, corporate seal and other corporate records of each of the Subsidiaries;

(xii) such further instruments and documents, in form and content reasonably satisfactory to Postco, as may be necessary or appropriate to consummate more effectively the transactions contemplated by this Agreement.

(b) Postco shall deliver or cause to be delivered to CFC Parent:

(i) immediately available funds in the amount of Seven Million Dollars (\$7,000,000);

(ii) the certificates to be delivered by or on behalf of Postco under Sections 6.1 and 6.2;

(iii) an opinion of counsel in the form attached hereto as Exhibit B;

(iv) such further instruments and documents, in form and content reasonably satisfactory to CFC Parent, as may be

necessary or appropriate to consummate more effectively the transactions contemplated by this Agreement.

3. NO REPRESENTATIONS OR WARRANTIES FROM CFC PARENT.

POSTCO ACKNOWLEDGES AND AGREES THAT IT IS RECEIVING NO REPRESENTATIONS OR WARRANTIES WHATSOEVER FROM CFC PARENT CONCERNING THE SUBSIDIARIES, THE ASSETS, LIABILITIES, BUSINESSES AND PROSPECTS OF THE SUBSIDIARIES, THE TELCO SHARES, THE ARROW SHARES, THE ICO ENTERPRISES SHARES OR THE ICO SANITATION SHARES, OR CONCERNING ANY OF THE TRANSACTIONS OR MATTERS CONTEMPLATED BY THIS AGREEMENT. THE TELCO SHARES, THE ARROW SHARES, THE ICO ENTERPRISES SHARES AND THE ICO SANITATION SHARES ARE BEING SOLD BY CFC PARENT ON AN "AS-IS, WHERE-IS" BASIS, SUBJECT TO ALL EXISTING LIENS, CLAIMS AND ENCUMBRANCES OF EVERY KIND AND NATURE WHATSOEVER. CFC PARENT HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR OTHERWISE AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES ARE INTENDED OR SHALL BE IMPLIED HEREBY. POSTCO IS RELYING SOLELY ON THE REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS OF THE SHAREHOLDERS FOR ALL TRANSACTIONS OR MATTERS CONTEMPLATED BY THIS AGREEMENT.

4. Representations and Warranties of the Shareholders.

In consideration of the mutual agreements and covenants in this Agreement, the Shareholders represent and warrant to Postco as follows:

4.1 Organization and Good Standing. Each of the Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, is qualified and in good standing as a foreign corporation in all states and jurisdictions wherein the nature of the business transacted or the nature of the property owned or leased makes such qualification necessary or where such qualification is necessary to consummate the transactions contemplated by this Agreement, except in each case where the failure to be so qualified would not have a material adverse effect on its ability to perform its obligations hereunder, and is authorized to own and operate its properties and assets and conduct its business as now being conducted.

4.2 Authority; Enforceability.

(a) CFC Parent has all corporate right, power and authority to enter into and deliver this Agreement and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by CFC Parent has been duly and validly authorized. The Representative is the duly authorized

legal representative and guardian of Christian Rey-Millet and has full power and authority to enter into this Agreement on behalf of Christian Rey-Millet without any further approvals.

(b) This Agreement constitutes the legal, valid and binding obligation of CFC Parent enforceable in accordance with its terms.

#### 4.3 Capital Structure of the Subsidiaries.

(a) Telco has authorized capital stock consisting of \_\_\_\_\_, of which only the Telco Shares are outstanding. Attached hereto as Schedule 4.3 is a true and correct list of the Shareholders including the number of Telco Shares held of record. There is no other issued class of capital stock, warrant, option or agreement to issue or sell any shares of capital stock of Telco; and there are no outstanding securities convertible into or exchangeable for capital stock of Telco. True and complete copies of the articles of incorporation and all amendments thereto, of the By-laws, as amended to date, and of the stock ledger of Telco have been delivered to Postco.

(b) Arrow has authorized capital stock consisting of \_\_\_\_\_, of which only the Arrow Shares are outstanding. Attached hereto as Schedule 4.3 is a true and correct list of the Shareholders including the number of Arrow Shares held of record. There is no other issued class of capital stock, warrant, option or agreement to issue or sell any shares of capital stock of Arrow; and there are no outstanding securities convertible into or exchangeable for capital stock of Arrow. True and complete copies of the articles of incorporation and all amendments thereto, of the By-laws, as amended to date, and of the stock ledger of Arrow have been delivered to Postco.

(c) ICO Enterprises has authorized capital stock consisting of Ten Thousand (10,000) shares of common stock, of which only the ICO Enterprises Shares are outstanding. Attached hereto as Schedule 4.3 is a true and correct list of the Shareholders including the number of ICO Enterprises Shares held of record. There is no other issued class of capital stock, warrant, option or agreement to issue or sell any shares of capital stock of ICO Enterprises; and there are no outstanding securities convertible into or exchangeable for capital stock of ICO Enterprises. True and complete copies of the articles of incorporation and all amendments thereto, of the By-laws, as amended to date, and of the stock ledger of ICO Enterprises have been delivered to Postco.

(d) ICO Sanitation has authorized capital stock consisting of Ten Thousand (10,000) shares of common stock, of

which only the ICO Sanitation Shares are outstanding. Attached hereto as Schedule 4.3 is a true and correct list of the Shareholders including the number of ICO Sanitation Shares held of record. There is no other issued class of capital stock, warrant, option or agreement to issue or sell any shares of capital stock of ICO Sanitation; and there are no outstanding securities convertible into or exchangeable for capital stock of ICO Sanitation. True and complete copies of the articles of incorporation and all amendments thereto, of the By-laws, as amended to date, and of the stock ledger of ICO Sanitation have been delivered to Postco.

4.4 Good Title. CFC Parent has, and on the Closing Date, Postco will acquire, good and marketable title to the Telco Shares, the Arrow Shares and the ICO Enterprises Shares and the ICO Sanitation Shares free and clear of all liens, claims, encumbrances or other restrictions of any kind, except for this Agreement.

4.5 Financial Statements. Schedule 4.5 contains (a) the reviewed balance sheets of Telco and Arrow as of December 31, 1995 and the related statements of income and cash flows for the year then ended, together with the appropriate notes to such financial statements and the accountant's review report thereon of Chazotte, Lefanto & Co., P.A., and (b) the unaudited balance sheet (the "Balance Sheets") of the Subsidiaries as of December 31, 1996 (the "Balance Sheet Date") and the related statements of income and cash flows for the year then ended. Except as set forth therein or in the notes thereto, such balance sheets and statements of income and cash flow, have been prepared in conformity with generally accepted accounting principles consistently applied, and present fairly the financial position and results of operations and cash flow of the Subsidiaries as of their respective dates and for the respective periods covered thereby.

4.6 Operations Since Balance Sheet Date. Except as contemplated by this Agreement:

(a) there has been: (i) no material adverse change in the assets, business, operations, liabilities, profits, prospects or condition (financial or otherwise) of any of the Subsidiaries, and no fact or condition exists or is contemplated or threatened which might reasonably be expected to cause such a change in the future; and (ii) no damage, destruction, loss or claim, whether or not covered by insurance, or condemnation or other taking adversely affecting any of the assets, business, operations, condition or prospects of any of the Subsidiaries; and

(b) Each of the Subsidiaries have conducted their respective businesses only in the ordinary course and in conformity with past practice and, without limiting the generality of the foregoing, have not: (i) made any change in the accounting

principles and practices used by the Subsidiaries from those applied in the preparation of the Balance Sheets and the related statements of income and cash flow for the period ended on the Balance Sheet Date; or (ii) entered into or become committed to enter into any other material transaction except as set forth on Schedule 4.6.

4.7 Litigation. Except as disclosed on Schedule 4.7:

(a) There is no suit, proceeding, action, claim, judgment, consent decree, injunction, or any other judicial or administrative mandate outstanding against any of the Subsidiaries, affecting their respective assets, liabilities, financial condition, results of operations or business.

(b) None of the Subsidiaries is engaged in or, to the knowledge of CFC Parent, threatened with any legal action or other proceeding before any court or administrative agency and, to the knowledge of CFC Parent, there is no reasonable basis for any as yet unasserted claim or action from any act or omission by any of the Subsidiaries, or any of their respective officers, directors, agents or employees.

(c) None of the Subsidiaries has violated or has any liability under any applicable federal, state or local statutes, regulations, rules, ordinances and other laws applicable to the Subsidiaries, including, without limitation, all laws and regulations in respect of the protection of the environment, the regulation of the disposal of hazardous waste and hazardous waste products, and health and safety-related laws, regulations, rules and ordinances.

(d) No investigation of or claim against any of the Subsidiaries, or any of their respective officers or directors is pending or, to the knowledge of CFC Parent, has been threatened by any governmental body or agency.

(e) No litigation has been brought or, to the knowledge of CFC Parent, threatened or is known to be contemplated regarding the transactions contemplated by this Agreement.

4.8 Conflict with Other Agreements; Approvals. Subject to the receipt of the consents and approvals listed on Schedule 4.8, the execution and delivery of this Agreement by CFC Parent, the consummation of the transactions contemplated hereby and the compliance with the terms and provisions hereof by CFC Parent will not (a) result in any violation of, or be in conflict with, or result in a breach of a material term, condition or provision of, or constitute a material default under (i) the articles of incorporation or by-laws of CFC Parent or the Subsidiaries, (ii)

any law, statute, rule or regulation applicable to CFC Parent or any of the Subsidiaries, (iii) any material agreement, contract or commitment to which CFC Parent or any of the Subsidiaries is a party or is subject, or (iv) any judgment, order, injunction, decree or ruling of any court or governmental authority to which CFC Parent or any of the Subsidiaries is a party or subject; or (b) cause the acceleration of the maturity of indebtedness of CFC Parent or any of the Subsidiaries, or create or impose any lien, claim or encumbrance on the Telco Shares, the Arrow Shares, the ICO Enterprises Shares, or the ICO Sanitation Shares or the assets of Subsidiaries. The execution, delivery and performance of this Agreement by CFC Parent do not require any authorization, consent, approval, exemption or other action by any court, administrative or governmental body or third party which has not been obtained, or any notice to or filing with any court, administrative or governmental body or third party which has not been given or done, except for the consents and approvals listed on Schedule 4.8.

4.9 Availability of Assets; Legality of Use. Except as set forth in Schedule 4.9, the assets owned or leased by each of the Subsidiaries constitute all the assets and properties used in, or necessary for, the operation of the business of such Subsidiary and are in good condition (subject to normal wear and tear) and serviceable condition and are suitable for the uses for which intended. Such assets and their use conform in all material respects to all applicable building, zoning, fire, environmental, health, safety and other laws or ordinances or regulations (including, without limitation, all laws and regulations in respect of the protection of the environment and the regulation of the disposal of hazardous waste and hazardous products), and no notice of any violation of any such law, ordinance or regulation has been received by any of the Subsidiaries.

4.10 Assets, Liabilities and Claims of Subsidiaries. Except for this Agreement, on the Closing Date, there will be no mortgages, liens, claims or encumbrances of any nature whatsoever affecting the Telco Shares, the Arrow Shares, the ICO Enterprises Shares and the ICO Sanitation Shares. The obligations of the parties hereto with respect to liabilities for Taxes are described in Section 12.

4.11 Title to Property. Except for assets presently titled in the name of CFC Parent to be transferred to ICO Enterprises and ICO Sanitation, each of the Subsidiaries has good and marketable title to all of its assets reflected on the Balance Sheet of such Subsidiary, and all of the assets thereafter acquired by it, except to the extent that such assets have been disposed of for fair value in the ordinary course of its business consistent with past practice or as permitted by the express terms of this Agreement, subject to no mortgage, lien, security interest or other



encumbrance or adverse interest of any kind except (a) as set forth in Schedule 4.11 or (b) any lien for current taxes which are not yet due and payable.

#### 4.12 Accounts Receivable; Inventories.

(a) All customer accounts receivable of the Subsidiaries have arisen from bona fide transactions by the Subsidiaries in the ordinary course of the business. All accounts receivable reflected on the Balance Sheets are or will be collectible in the ordinary course of business at the aggregate recorded accounts thereof, net of any applicable allowance for doubtful accounts.

(b) The inventories of each of the Subsidiaries (including raw materials, supplies, work-in-process, finished goods and other materials) are in good, merchantable and useable condition and are reflected in the Balance Sheets in accordance with generally accepted accounting principles on a consistent basis at the lower of cost or market value.

4.13 Real Estate. Schedule 4.13 contains a list of (a) each lease or agreement under which each of the Subsidiaries is a lessee of, or holds or operates, any real estate owned by any third party and (b) each parcel of real estate owned by each of the Subsidiaries and each contract or agreement for the purchase, sale or lease of real estate. Except as disclosed in such Schedule, each of the leases and agreements described therein (x) is in good standing and in full force and effect and is the valid and binding obligation of each of the Subsidiaries and the other parties thereto in accordance with its respective terms, and (y) will continue in effect after the Closing Date without the consent, approval or act of, or making of any filing with, any other party. None of the Subsidiaries is in default in any material respect under any of such leases or agreements, none of the Subsidiaries has received any notice of default thereunder which has not been cured and no other party to any such lease or agreement is in material default thereunder. Except as described in such Schedule, each of the Subsidiaries has the right to quiet enjoyment of all such real property described in such Schedule for the full term of each such lease or similar agreement relating thereto, including any related renewal option, and the leasehold or other interest of the Subsidiaries in such real property is not subject or subordinate to any security interest, lien, claim, pledge, mortgage, encumbrance or charge of any kind except for liens for taxes not yet due and payable and, in the case of real estate owned by any Subsidiary, except for such easements, restrictions, defects in title, covenants and similar charges as do not render title to the property unmarketable or uninsurable or detract from or

interfere in material respect with the existing use of the property subject thereto.

4.14 No Undisclosed Liabilities. Except as set forth in Schedule 4.14, none of the Subsidiaries is subject to any liability (including unasserted claims, whether known or unknown), whether absolute, contingent, accrued or otherwise, which is not shown or which is in excess of amounts shown or reserved for in the Balance Sheets, other than liabilities of the same nature as those set forth in the Balance Sheets and the notes thereto and reasonably incurred after the Balance Sheet Date in the ordinary course of business consistent with past practice.

4.15 Status of Contracts, Leases. Each of the contracts, leases and other agreements of the Subsidiaries constitutes a legal, valid and binding obligation of the parties thereto and is in full force and effect, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting enforcement of creditors' rights and the application of general principles of equity. None of the Subsidiaries nor any other party to such contracts, leases or agreements is in breach or default, or, to the knowledge of the Shareholders or CFC Parent, alleged to be in breach or default, of any of such contracts, leases and agreements, and, to the knowledge of Shareholders and CFC Parent, no event has occurred and no condition or state of facts exists which, with the passage of time or the giving of notice or both, would constitute a breach or default thereunder. Except as disclosed on Schedule 4.15 hereto, and except for this Agreement (and any agreement contemplated hereby), none of the Subsidiaries is a party to or subject to any of the following, whether written or oral:

(a) any contract, commitment or agreement which involves aggregate expenditures by any of the Subsidiaries after the date of this Agreement of more than \$25,000;

(b) any contract or agreement not made in the lawful or ordinary course of business; or

(c) any contract whatsoever that is material to the financial condition, results of operations or business prospects of any of the Subsidiaries.

4.16 Employees and Employee Agreements and Plans.

(a) The Subsidiaries employ fewer than 50 Employees in the aggregate. Neither CFC Parent nor any of the Subsidiaries is required to take any action under The Workers Adjustment and Retraining Notification Act, 102 Stat. 890, 29 U.S.C. Sec. 2102 et.

seq. (1988) in connection with the transactions contemplated by this Agreement.

(b) The Subsidiaries have no agreements with Employees and no stock option, retirement, welfare, benefit or other plans or arrangements covering any of the Employees except as set forth on Schedule 4.16(b). All contributions required to have been made as of the date hereof to any benefit plans listed on such Schedule have been made by the Subsidiaries and the Subsidiaries have no liabilities associated with such agreements or plans except as are reflected on the Balance Sheets.

(c) Except as set forth in Schedule 4.16(c), no Employees are covered by any collective bargaining or employment agreement. None of the Subsidiaries is a party to, affected by, or, to the knowledge of the Shareholders or Seller, threatened with any dispute or controversy with respect to, any collective bargaining agreement, any unionizing activity or organization or election efforts.

4.17 Insurance. Each of the Subsidiaries has properly maintained all policies of fire, casualty, liability and other forms of insurance in the types and amounts customarily maintained in connection with the ownership of assets and the operation of businesses similar to the business of such Subsidiary in accordance with standard industry practice. CFC Parent shall cause the Subsidiaries to continue to maintain such insurance in the same types and amounts in full force and effect until the day after the Closing Date.

4.18 Patents and Trademarks. None of the Subsidiaries requires any license or agreement to utilize the know-how, methods and techniques and marks, names and other identifying characteristics presently employed by it in the ownership of its assets and operation of its business. None of the Subsidiaries has any ownership of, or any other interest in, any United States or foreign trademarks, patents, service marks, copyrights, applications for any of the foregoing, or any inventions as to which no patent application has been filed. None of the Subsidiaries has received any notice alleging that it has infringed upon or misappropriated or invaded any patent, trademark or other proprietary right of any other person, corporation or entity in connection with its ownership or operation of its assets or its business and CFC Parent has no reason to believe that any such infringement or misappropriation has occurred.

4.19 Permits, Licenses and Franchises. The permits, licenses and franchises listed in Schedule 4.19 (the "Permits") constitute all permits, licenses and franchises required for the ownership of the assets and operation of the business of each of

the Subsidiaries; each Permit is fully paid for and in full force and effect and will continue in full force and effect after the Closing Date; none of the Subsidiaries is in default under the terms of any Permit; and no term or condition of any Permit has been violated.

4.20 No Finder. Neither CFC Parent nor any of the Subsidiaries, nor any party acting on behalf of the Subsidiaries or CFC Parent, is or will become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated hereby, except as provided in Schedule 4.20.

4.21 Sale of Tradename. As part of the consideration for this transaction, Postco is acquiring all rights to the use of the name "Indiantown Company." Indiantown Company, Inc. shall amend its articles of incorporation to change its name to CFC Parent, Inc. The Shareholders acknowledge and agree that ICO Enterprises may amend its articles of incorporation to change its name to Indiantown Company, Inc.

4.22 Completeness of Representations and Warranties. No representation or warranty of CFC Parent in this Agreement or any written statement or certificate furnished or to be furnished to Postco by CFC Parent pursuant to this Agreement contains or will contain any untrue statement of a material fact, and such representations and warranties taken as a whole do not omit any statement necessary in order to make any material statement contained herein or therein, not misleading. The copies of all documents furnished by CFC Parent to Postco in connection with this Agreement or pursuant hereto are true, correct and complete.

5. Representations and Warranties of Postco.

In consideration of the mutual agreements and covenants in this Agreement, Postco agrees with and represents and warrants to Shareholders and CFC Parent as follows:

5.1 Authority. Postco has all right, power and authority to enter into and deliver this Agreement and perform its obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligation of Postco enforceable in accordance with its terms.

5.2 Litigation. No litigation has been brought or, to the knowledge of Postco, threatened or is known to be contemplated regarding the transactions contemplated by this Agreement.

5.3 Conflict with Other Agreements; Approvals. Subject to the receipt of the consents and approvals listed on Schedule 5.3, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the compliance with the terms and provisions hereof by Postco will not (a) result in any violation of, or be in conflict with, or result in a breach of a material term, condition or provision of, or constitute a material default under (i) any law, statute, rule or regulation applicable to Postco, (iii) any material agreement, contract or commitment to which Postco is a party or is subject or (iv) any judgment, order, injunction, decree or ruling of any court or governmental authority to which Postco is a party or subject; or (b) cause the acceleration of the maturity of any indebtedness of Postco or create or impose any lien, claim or encumbrance on the assets of Postco. The execution, delivery and performance of this Agreement by Postco do not require any authorization, consent, approval, exemption, or other action by any court, administrative or governmental body or third party which has not been obtained, or any notice to or filing with any court, administrative or governmental body or third party which has not been given or done, except for the consents and approvals listed on Schedule 5.3.

5.4 No Finder. Neither Postco nor any party acting on behalf of Postco has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated herein, except as provided in Schedule 5.4.

5.5 Completeness of Representations and Warranties. No representation or warranty of Postco in this Agreement or any written statement or certificate furnished or to be furnished to CFC Parent by Postco pursuant to this Agreement contains or will contain any untrue statement of a material fact, and such representations and warranties taken as a whole do not omit any statement necessary in order to make any material statement contained herein or therein, not misleading. The copies of all documents furnished by Postco to CFC Parent in connection with this Agreement or pursuant hereto are true, correct and complete.

6. Conditions to Closing of Shareholders and CFC Parent.

Unless waived by Shareholders and CFC Parent, the obligations of Shareholders and CFC Parent hereunder to consummate the transactions contemplated by this Agreement at the Closing, are subject to each of the following conditions:

6.1 Compliance with Terms and Provisions. As of the Closing, all the terms and conditions of this Agreement to be complied with, performed or caused to be fulfilled by Postco at or before the Closing shall have been complied with, performed or

caused to be fulfilled in all material respects, and Postco shall have delivered to Shareholders and CFC Parent a certificate, signed by him, dated the Closing Date, to such effect.

6.2 Representations and Warranties. The representations and warranties made by Postco herein shall be true and correct in all material respects at and as of the Closing as though made at and as of the Closing, and Postco shall have delivered to Shareholders and CFC Parent a certificate, signed by it, dated the Closing Date, to such effect.

6.3 Governmental Approval; Third Party Consents. If required, all statutory waiting periods shall have expired or shall have been terminated and all approvals and authorizations of all governmental authorities and all consents or releases of third parties as may be necessary or appropriate in connection with the transactions contemplated by this Agreement shall have been received.

6.4 Opinion of Counsel to Postco. Postco shall have caused to be delivered to Shareholders and CFC Parent an opinion of counsel, dated the Closing Date, in substantially the form attached hereto as Exhibit A.

6.5 Litigation. No suit or proceeding shall, at the Closing Date, be pending or threatened before any court, governmental agency, bureau, board, arbitration panel, or other authority in which the transactions contemplated by this Agreement are sought to be restrained or in connection with which damages or other relief relating to such transactions is sought.

## 7. Conditions to Closing of Postco.

Unless waived by Postco, the obligations of Postco hereunder to consummate the transactions contemplated by this Agreement at the Closing, are subject to the following conditions:

7.1 Compliance with Terms and Provisions. As of the Closing, all the terms and conditions of this Agreement to be complied with, performed or caused to be fulfilled by Shareholders at or before the Closing, shall have been complied with, performed or caused to be fulfilled in all material respects, and CFC Parent shall have delivered a certificate or certificates to Postco, signed by or on behalf of Shareholders by a duly authorized person, dated the Closing Date, to such effect.

7.2 Representations and Warranties. The representations and warranties made by Shareholders in this Agreement shall be true and correct in all material respects at and as of the Closing as though made at and as of the Closing, and

Shareholders shall have delivered a certificate or certificates to Postco, signed by or on behalf of Shareholders by a duly authorized person, dated the Closing Date, to such effect.

7.3 Governmental Approval; Third Party Consents. If required, all statutory waiting periods required shall have expired or shall have been terminated, all approvals and authorizations of all governmental authorities as may be necessary or appropriate in connection with the transactions contemplated by this Agreement shall have been received and shall have become Final Orders, and all consents and releases of third parties as may be necessary or appropriate in connection with the transactions contemplated by this Agreement shall have been received. As used herein, "Final Order" means an order which is no longer subject to reconsideration on appeal, whether judicial, administrative or other.

7.4 Opinion of Counsel to Shareholders and CFC Parent. Shareholders shall have caused to be delivered to Postco an opinion of counsel, dated the Closing Date, in substantially the form attached hereto as Exhibit B.

7.5 Litigation. No suit or proceeding shall, at the Closing Date, be pending or threatened before any court, governmental agency, bureau, board, arbitration panel, or other authority in which the transactions contemplated by this Agreement are sought to be restrained or in connection with which damages or other relief relating to such transactions is sought.

7.6 Approvals by CFC Parent Board and Shareholders. The Board of Directors and Shareholders of CFC Parent shall have approved the transactions contemplated by this Agreement.

7.7 No Material Adverse Change. Except as contemplated by this Agreement, there shall not have occurred any material adverse change in the assets, liabilities, business, properties, profits, prospects or condition of any of the Subsidiaries.

7.8 Capitalization of ICO Enterprises and ICO Sanitation. Shareholders shall have caused CFC Parent to contribute to ICO Enterprises and ICO Sanitation all of its assets other than its capital stock in Arrow, its capital stock in Telco, its capital stock in ICO Enterprises and ICO Sanitation, and its capital stock in CFCTC, and except for certain real estate to be conveyed or distributed to the CFC Parent shareholders. The assets to be contributed to ICO Enterprises and ICO Sanitation include all operating assets of the water, waste water and solid waste collection utility operations of CFC Parent.

8. Covenants of Shareholders.

8.1 No Change in Representations and Warranties. Between the date hereof and the Closing Date, except with the prior written consent of Postco, Shareholders shall not and shall not permit CFC Parent to take any action or omit to take any action which would cause any of its representations and warranties contained herein not to be true at and as of the Closing Date.

8.2 Cooperate in Obtaining Any Approvals. Shareholders shall, and shall cause CFC Parent and the Subsidiaries to, execute and file or join in the execution and filing of any application or other document which may be reasonably necessary to obtain the authorization, approval or consent of any governmental body or third party which may be required in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby on the Closing Date.

8.3 Satisfaction of Conditions. Shareholders shall, and shall cause CFC Parent to, use their best efforts to cause each of the conditions identified in Section 6 to be satisfied on or prior to the Closing Date.

8.4 Books and Records. Between the date hereof and the Closing Date, Shareholders shall cause CFC Parent to provide Postco with such information and permit such access to the books and records of the Subsidiaries as Postco may reasonably request, and to make the books and records of the Subsidiaries available for inspection at their places of business during reasonable business hours to the authorized representatives of Postco and its Affiliates for any purpose relating to the transactions contemplated by this Agreement.

8.5 Affirmative Covenants. Except as otherwise contemplated by this Agreement, or with the consent of Postco, Shareholders agree that CFC Parent and each of the Subsidiaries:

(a) shall maintain in full force and effect the existence, rights and franchises and other rights owned or possessed by CFC Parent and each of the Subsidiaries in its state of incorporation or organization and all other states, if any, where it is qualified to do business or where the nature of its business or the ownership of properties require it to be qualified, and shall promptly and timely prepare and file all annual reports and franchise tax returns and pay all franchise taxes and other taxes and assessments, if any, required to maintain the existence and all other rights and franchises of CFC Parent and each of the Subsidiaries;



(b) shall keep true records and books of account in which full, true and correct entries will be made of all dealings or transactions by or with CFC Parent and each of the Subsidiaries in accordance with generally accepted accounting principles applied on a consistent basis;

(c) shall duly observe all laws and requirements of governmental authorities unless contested in good faith by appropriate proceedings with the consent of Postco;

(d) shall promptly pay and discharge, or cause to be paid and discharged, when due and payable, all Taxes unless contested in good faith by appropriate proceedings with the consent of Postco;

(e) shall promptly pay or perform, or cause to be paid or performed, when due or in conformity with customary trade terms or agreements, all obligations and indebtedness of CFC Parent and each of the Subsidiaries, if such obligations and indebtedness are not being contested in good faith by appropriate proceedings with the consent of Postco;

(f) shall at all times comply with the provisions of all contracts and leases to which CFC Parent and each of the Subsidiaries is a party, unless contested in good faith by appropriate proceedings with the consent of Postco; and

(g) shall operate in the ordinary course of business consistent with past practices.

8.6 Negative Covenants. Except as otherwise contemplated by this Agreement, or with the consent of Postco, Shareholders agree that, between the date of its acquisition of CFC Parent and the Closing Date, Shareholders shall not, and shall not permit CFC Parent or any Affiliate, director, officer, employee or agent thereof to:

(a) amend or repeal the Articles of Incorporation of CFC Parent or any of the Subsidiaries;

(b) cause or permit the merger, consolidation or other reorganization or recapitalization of any of the Subsidiaries;

(c) cause or permit the liquidation or dissolution of any of the Subsidiaries;

(d) cause or permit any stock splits, reverse stock splits, redemption or reclassification of the capital stock of any of the Subsidiaries;

(e) create or permit to be created any class or series of capital stock or other equity security of any of the Subsidiaries other than the existing capital stock and equity securities;

(f) cause or permit any of the Subsidiaries to issue any capital stock or other equity security, including any option or right to acquire an equity security;

(g) cause or permit any of the Subsidiaries to declare any dividends or to make any distributions;

(h) cause or permit CFC Parent or any of the Subsidiaries to make any change in the business or the operations of any of the Subsidiaries;

(i) cause or permit any of the Subsidiaries to make any capital expenditure or enter into any contract or commitment therefor;

(j) cause or permit any of the Subsidiaries to enter into any lease, option, contract, agreement, undertaking or commitment;

(k) cause or permit any of the Subsidiaries to sell, lease, transfer or otherwise dispose of, or mortgage or pledge, or impose or suffer to be imposed any encumbrance on, any of the assets or properties of any of the Subsidiaries; or

(l) cause or permit any of the Subsidiaries to create, incur or assume, or agree to create, incur or assume, any indebtedness for borrowed money or any liabilities (other than Tax liabilities, as described in Section 12).

8.7 No-Shop Covenant. Shareholders agree that they will not, and will not permit CFC Parent to, take any action, directly or indirectly, to either solicit or respond in any other fashion to, indications of interest in, or offers for, the transfer of the Telco Shares, the Arrow Shares, the ICO Enterprises Shares or the ICO Sanitation Shares or of any other interest in any of the Subsidiaries to anyone other than Postco as contemplated hereby.

## 9. Covenants of Postco.

9.1 No Change in Representations and Warranties. Between the date hereof and the Closing Date, except with the prior written consent of Shareholders and CFC Parent, Postco shall not take any action or omit to take any action which would cause any of

his representations and warranties contained herein not to be true at and as if made as of the Closing Date.

9.2 Cooperation in Obtaining Any Approvals. Postco shall execute and file or join in the execution and filing of any application or other document which may be reasonably necessary in order to obtain the authorization, approval or consent of any governmental body or third party which may be required in connection with the execution of this Agreement or the consummation of the transactions contemplated on the Closing Date.

9.3 Satisfaction of Conditions. Postco shall use its best efforts to cause each of the conditions identified in Section 6 to be satisfied on or prior to the Closing Date.

9.4 No Registration of Shares. Postco acknowledges that the Telco Shares, the Arrow Shares, the ICO Enterprises Shares and the ICO Sanitation Shares to be acquired by Postco under this Agreement have not been registered under the Securities Act of 1933, as amended, or applicable state securities laws, if any, and agrees, if the Closing takes place, that neither such Telco Shares, Arrow Shares, ICO Enterprises Shares nor the ICO Sanitation Shares, nor any interest therein will be sold, transferred or otherwise disposed of in the absence of such registration or an opinion of counsel to the effect that such sale, transfer or other disposition may be made lawfully without such registration.

#### 10. Confidentiality.

Each of the parties hereto shall treat this Agreement and the transactions contemplated by this Agreement in strict confidence and shall not make disclosure or public announcement thereof not required by law without the prior written consent of the other party hereto, except to third parties and governmental authorities whose consent or approval is required. Any information not of a public nature furnished to, or obtained by, any party from any other party or any of its respective officers, employees, attorneys, accountants, lenders, investors or authorized representatives, as a result of investigations by any party or otherwise furnished by one party to another in connection with the transactions contemplated hereby, shall be treated and kept as confidential information except as may be required by law to be disclosed, for a period of three years following the Closing Date. In the event that the transactions contemplated by this Agreement are not consummated, each of the parties hereto agrees to return to the other parties all written information and copies thereof furnished to it and each such party agrees to preserve and protect the confidential information and not to use such confidential information, or permit any such confidential information to be made

available to third party parties, except to the extent contemplated hereby or as otherwise required by law. Nothing herein shall be deemed to prohibit any disclosures required to enable a party to enforce the terms of this Agreement.

**11. Survival of Representations and Warranties.**

The covenants, representations and warranties contained herein shall survive for the applicable statute of limitations, including any extensions thereof by consent or waiver, except that the covenants, representations and warranties contained in Section 4.4 and Section 13 shall survive the Closing and never expire.

**12. Indemnification.**

12.1 By Shareholders. The Shareholders, jointly and severally, agree to indemnify and hold harmless Postco, and its officers, directors, agents and employees, successors and assigns from and against, and to pay, (a) any and all liabilities, losses, costs and damages (collectively, "Loss"), and (b) any and all reasonable attorneys' and accountants' fees and expenses, court costs and other reasonable out-of-pocket expenses (collectively, "Expense"), incurred or suffered directly or indirectly by Postco, or any of the Subsidiaries or their successors and assigns by reason of, in connection with or arising from (i) any breach of any warranty, or the inaccuracy of any representation, made by Shareholders in this Agreement or in any agreement, certificate or other document delivered by or on behalf of Shareholders or CFC Parent, (ii) the failure by Shareholders or CFC Parent to perform any of their agreements or undertakings made in this Agreement or in any agreement, certificate or other document referred to herein or (iii) any transactions, acts or omissions of Shareholders or CFC Parent at any time, whether before, on or after the Closing Date, or by any of the Subsidiaries on or prior to the Closing Date.

12.2 By Postco. Postco agrees to indemnify and hold harmless Shareholders, CFC Parent and their successors and assigns from and against, and to pay, (a) any and all Loss and (b) any and all Expense incurred or suffered directly or indirectly by Shareholders, CFC Parent or their successors and assigns by reason of, in connection with or arising from (i) any breach of any warranty, or the inaccuracy of any representation, made by Postco in this Agreement or in any agreement, certificate or other document referred to herein or delivered by or on behalf of Postco or (ii) the failure of Postco to perform any of its agreements and undertakings made by Postco in this Agreement or in any agreement, certificate, or other document referred to herein.

12.3 By Shareholders in favor of Robert M. Post, Jr. The Shareholders, jointly and severally, agree to indemnify and hold harmless Robert M. Post, Jr., his heirs, personal representatives, successors and assigns from and against, and to pay, (a) any and all Loss and (b) any and all Expense incurred or suffered directly or indirectly by Robert M. Post, Jr., his heirs, personal representatives, successors and assigns by reason of, in connection with or arising from (i) any breach of any warranty, or the inaccuracy of any representation, made by CFC Parent to United States Cellular Corporation in that certain Transaction Agreement dated \_\_\_\_\_ (the "Transaction Agreement"), by and between Robert M. Post, Jr., Postco, Inc., CFC Parent, Inc. and United States Cellular Corporation, (ii) the failure of CFC Parent to perform any of its agreements and undertakings made by CFC Parent in the Transaction Agreement or in any agreement, certificate, or other document referred to therein (iii) any breach of any warranty, or the inaccuracy of any representation, made by the Shareholders to United States Cellular Corporation in that certain Stock Purchase Agreement dated \_\_\_\_\_ (the "Stock Purchase Agreement"), by and between the Shareholders and United States Cellular Corporation, (iv) the failure of the Shareholders to perform any of their agreements and undertakings made by the Shareholders in the Stock Purchase Agreement or in any agreement, certificate, or other document referred to therein and (v) any Loss or Expense incurred by Robert M. Post, Jr. as a result of his making personal representations and warranties to United States Cellular Corporation and his giving of personal indemnifications in favor of United States Cellular Corporation in the Transaction Agreement and/or the Stock Purchase Agreement, specifically including, but not limited to matters relating to tax liabilities of CFC Parent and to environmental liabilities of CFC Parent.

13. Tax Liabilities.

13.1 Tax Returns. Shareholders shall file, or cause CFC Parent to file, when due all Tax Returns that are required to be filed by or with respect to CFC Parent for taxable years or periods ending on or before the Closing Date and shall remit any Taxes due in respect of such Tax Returns, and Postco shall file or cause to be filed when due all Tax Returns that are required to be filed by or with respect to the Subsidiaries for taxable years or periods ending after the Closing Date and shall remit any Taxes due in respect of such Tax Returns.

13.2 Assistance and Cooperation. After the Closing Date, each of Postco, Shareholders and CFC Parent shall:

(a) assist each other in preparing any Tax Returns which any other party is responsible for preparing and filing in accordance with this Section 13;

(b) cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding, any Tax Returns of CFC Parent and the Subsidiaries;

(c) make available to each other and to any taxing authority as reasonably requested all information, records and documents relating to Taxes of CFC Parent and the Subsidiaries;

(d) provide timely notice to the other in writing of any pending or threatened Tax audits or assessments of CFC Parent or the Subsidiaries for taxable periods for which any other may have a liability under this Section 13; and

(e) furnish each other with copies of all correspondence received from any taxing authority in connection with any Tax audit or information request with respect to any such taxable period.

13.3 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" of any particular person or entity shall mean any other person or entity controlling, controlled by or under common control with such particular person or entity.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Tax" (and, with correlative meaning, "Taxes" and "Taxable") shall mean: (i) any federal, state, local or foreign net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, ad valorem, transfer, stamp or environmental tax, or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty or addition to tax or additional amount imposed by any governmental authority; (ii) any liability of CFC Parent, its Affiliates or successors or assigns as withholding agent with respect to, or for any failure to make withholdings in respect of, amounts described in clause (i); and (iii) any liability of payment of amounts with respect to payments of a type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group, or as a result of any obligation of CFC Parent or any Affiliate thereof under any Tax Sharing Arrangement or Tax indemnity arrangement.

"Tax Return" shall mean any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

"Tax Sharing Arrangement" shall mean any written or unwritten agreement or arrangement for the allocation or payment of Tax liabilities or payment for Tax benefits with respect to a consolidated, combined or unitary Tax Return, which Tax Return includes CFC Parent and any other person prior to and including the Closing Date.

"CFC Parent Group" shall mean any "affiliated group" (as defined in Section 1504(a) of the Code without regard to the limitations contained in Section 1504(b) of the Code) that includes CFC Parent prior to the Closing Date.

#### 14. Environmental Matters.

14.1 Representations of Shareholders. Except as set forth in Schedule 14, the Shareholders hereby represent and warrant to Postco that:

(a) The past and present operations of the business of CFC Parent and the Subsidiaries have complied and are in compliance with all applicable Environmental Laws.

(b) CFC Parent and the Subsidiaries have obtained all environmental, health and safety Permits necessary for the operation of its business, and all such Permits are in good standing and CFC Parent and the Subsidiaries are in compliance with all terms and conditions of such permits.

(c) None of CFC Parent or the Subsidiaries, nor any of the Properties or its past or present operations, is subject to any ongoing investigation by, order from or agreement with any Person (including without limitation any prior owner or operator of any Property) respecting (i) any Environmental Law, (ii) any Remedial Action or (iii) any claim of Losses and Expenses arising from the Release or threatened Release of a Contaminant into the environment.

(d) Neither CFC Parent nor any Subsidiary is subject to any judicial or administrative proceeding, order, judgment, decree or settlement alleging or addressing a violation of or liability under any Environmental Law.

(e) Neither the Company nor any Subsidiary has:

(i) reported a Release of a hazardous substance pursuant to Section 103 (a) of CERCLA, or any state equivalent;

(ii) filed a notice pursuant to Section 103(c) of CERCLA;

(iii) filed notice pursuant to Section 3010 of RCRA, indicating the generation hazardous waste, as that term is defined under 40 CFR Part 261 or any state equivalent; or

(iv) filed any notice under any applicable Environmental Law reporting a substantial violation of any applicable Environmental Law.

(f) There is not now, nor to the best knowledge of the Shareholders has there ever been, on or in any Property.

(i) any treatment, recycling, storage or disposal of any hazardous waste, as that term is defined under 40 CFR Part 261 or any state equivalent that requires or required a Permit pursuant to Section 3005 of RCRA; or

(ii) any underground storage tank or surface impoundment or landfill or waste pile.

(g) There is not now on or in any Property any polychlorinated biphenyl (PCB) used in pigments, hydraulic oils, electrical transformers or other equipment.

(h) Neither CFC Parent nor any Subsidiary has received any notice or claim to the effect that it is or may be liable to any Person as a result of the Release or threatened Release of a Contaminant into the environment on any Property or generated by CFC Parent or any Subsidiary.

(i) No Property has been listed or, to the best knowledge of the Shareholders, proposed for listing on the National Priorities List pursuant to CERCLA, on the Comprehensive Environmental Response, Compensation and Liability Information System List or any state list of sites requiring Remedial Action.

(j) Neither CFC Parent nor any Subsidiary has sent or arranged for the transport of any Contaminant to any site listed on the National Priorities List pursuant to CERCLA or that otherwise could give rise to liability on the part of the Company for Remedial Action, Losses or Expenses.



(k) No Environmental Encumbrance has attached to any Property.

(l) Any asbestos-containing material which is on or part of any Property (excluding any raw materials used in the manufacture of products or products themselves) is in good repair according to the current standards and practices governing such material, and its presence or condition does not violate any currently applicable Environmental Law.

#### 14.2 Environmental Indemnification.

(a) Notwithstanding any other provision of this Agreement, the Shareholders agree to retain responsibility for, defend and satisfy, and to indemnify and hold harmless each of Robert M. Post, Jr., Postco and its Affiliates (including the Subsidiaries after the Closing Date), and their respective shareholders, officers, directors, employees, attorneys, consultants and agents (collectively, the "Environmental Indemnitees") against, any Losses and Expenses arising out of, related to, or in connection with any of the following:

(i) any violation or alleged violation of any Environmental Law regarding any Property or any past or present operations of CFC Parent, the Subsidiaries or their predecessors in interest at or prior to the Closing Date;

(ii) any transport, treatment, recycling, storage, disposal or arrangement therefor of any Contaminant generated by CFC Parent, the Subsidiaries or their predecessors in interest at or prior to the Closing Date at, to or from any facility owned or operated by another Person, including but not limited to the Release or threatened Release of any Contaminant from such facility;

(iii) any Release or threatened Release of any Contaminant at, to or from any Property or any predecessor in interest of CFC Parent or the Subsidiaries at or prior to the Closing Date;

(iv) any Remedial Action or corrective action (as the latter term is used in Sections 3004(u) and 3004(v) of RCRA) arising out of, related to, or in connection with any Property or any past or present operations of CFC Parent, the Subsidiaries or their predecessors in interest and resulting from any act or event occurring at or prior to the Closing Date; and

(v) any exposure, at or prior to the Closing Date, to any products, raw materials or Contaminants manufactured,

generated, handled, processed, stored or used at any Property or as part of any past or present operations of CFC Parent or any Subsidiary that causes or contributes to any disease, injury or illness to any Person, regardless of the time between exposure and the manifestation of such disease, injury or illness or whether the operations of CFC Parent and its Subsidiaries were in compliance with Environmental Law at the time of such exposure.

(b) Postco's receipt of any information, including, without limitation, any disclosure made by the Shareholders on Schedule 14, shall not relieve Shareholders of their obligations under this Section 14. All rights of the Environmental Indemnities under this Section 14 are freely assignable and shall inure to the benefit of any assignee or successor, including but not limited to any subsequent purchaser of Postco, any Subsidiary or any Property and to any lender to an Environmental Indemnitee or any such purchaser.

#### 14.3 Closing Condition.

(a) Postco's investigation into environmental, health or safety obligations or liabilities to which either CFC Parent or any of the Subsidiaries may be subject, as well as the other environmental information provided by the Shareholders, shall have demonstrated to Postco's satisfaction that (i) the operations of CFC Parent and the Subsidiaries comply with all applicable Environmental Laws; (ii) the operations of CFC Parent and the Shareholders are not the subject of any federal or state investigation evaluating whether any Remedial Action, involving a material expenditure, is needed to respond to a release of any Contaminant into the environment; (iii) none of the Properties contain any PCBS, asbestos, or asbestos-containing materials except in form and condition satisfactory to Postco; and (iv) neither CFC Parent nor any Subsidiary has any contingent liability deemed material by Postco in connection with (A) any past or present treatment, storage, recycling, disposal or release or threatened release, at any location, of any Contaminant or (B) compliance with existing or proposed Environmental Laws. Neither the written report of the environmental investigation nor any other information which may become available to Postco shall disclose any environmental, health or safety obligations or liabilities which, Postco deems likely to have a material adverse effect on the property, operations or condition (financial or otherwise) of CFC Parent or any of the Subsidiaries.

(b) The Shareholders also shall have demonstrated to Postco's satisfaction that any applicable environmental transfer or disclosure law has or shall be complied within all respects.

14.4 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et. seq., any amendments thereto, any successor statutes, and any regulations promulgated thereunder.

"Contaminant" means any waste, pollutant, hazardous or toxic substance or waste, petroleum, petroleum-based substance or waste, special waste, or any constituent of any such substance or waste.

"Environmental Encumbrance" means an Encumbrance in favor of any Governmental Body for (i) any liability under any Environmental Law, or (ii) damages arising from, or costs incurred by such Governmental Body in response to, a Release or threatened Release of a Contaminant into the environment.

"Environmental Law" means all Requirements of Laws derived from or relating to all federal, state and local laws or regulations relating to or addressing the environment, health or safety, including but not limited to CERCLA, OSHA and RCRA and any state equivalent thereof.

"Governmental Body" means any foreign, federal, state, local or other governmental authority or regulatory body.

"OSHA" means the Occupational Safety and Health Act, 29 U.S.C. §§651, et. seq., any amendment thereto, any successor statute and any regulations promulgated thereunder.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Body.

"Property" means any real or personal property, plant, building, facility, structure, underground storage tank, equipment or unit, or other asset owned, leased or operated by CFC Parent or any subsidiary (including any surface water thereon or adjacent thereto and any soil or ground water thereunder, whether currently or at any previous time).

"RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et. seq., any successor statute, and any regulations promulgated thereunder.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Contaminant into the indoor or outdoor

environment or into or out of any Property, including the movement of Contaminants through or in the air, soil, surface water, groundwater or any Property.

"Remedial Action" means actions required to (i) clean up, remove, treat or in any other way address Contaminants in the indoor or outdoor environment; (ii) prevent the Release or threatened Release or minimize the further Release of Contaminants or (iii) investigate and determine if a remedial response is needed and to design such a response and post-remedial investigation, monitoring, operation and maintenance and care.

"Requirements of Laws" means any foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Body or common law.

#### 15. Notices.

Any notice, instruction or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given to the parties hereto if delivered personally or mailed by first class mail, postage prepaid, registered or certified mail, return receipt requested, or sent by a reputable overnight carrier, or sent by telecopier with receipt confirmed by telephone, as follows:

(a) To Postco:

Mr. Robert M. Post, Jr.  
16001 S.W. Market Street  
Indiantown, Florida 34956  
Telecopy No: (561) 597-2115  
Telephone No: (561) 597-3113

With a copy to:

Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.  
200 S.E. Monterey Commons Boulevard, Suite 200  
Stuart, Florida 34996  
Attn: Kenneth A. Norman, Esq.  
Telecopy No: (561) 288-0610  
Telephone No: (561) 288-1980

(b) To Shareholders or CFC Parent:

Mr. Thomas Beard  
5364 Appledoor Lane  
Tallahassee, Florida 32308  
Telecopy No: (904) 668-0275  
Telephone No: (904) 894-1361

With a copy to:

Michael L. Dale, Esq.  
5154 S.E. Federal Highway  
Stuart, Florida 34997  
Telecopy No: (561) 286-7403  
Telephone No: (561) 286-2323

16. Dispute Resolution.

16.1 Informal Dispute Resolution.

(a) Subject to Section 16.3, any dispute, controversy, claim or disagreement between or among any of the parties hereto arising from, relating to or in connection with this Agreement, any agreement, certificate or other document referred to herein or delivered in connection herewith, or the relationships of the parties hereunder or thereunder, including questions regarding the interpretation, meaning or performance of this Agreement, and including claims based on contract, tort, common law, equity, statute, regulation, order or otherwise ("Dispute") shall be resolved in accordance with this Section 16.

(b) Upon written request of any party, each party shall appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such Dispute ("Level 1 Review"). The designated representatives shall meet as often as the parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding.

(c) If resolution of the Dispute cannot be resolved within thirty (30) days of the first Level 1 Review meeting ("Level 1 Termination Date"), the parties to the Dispute shall submit the Dispute to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association ("AAA") and shall bear equally the costs of the mediation. The parties will act in good faith to jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the AAA within thirty (30) days of the Level 1 Termination Date. The parties agree to participate in good faith in the mediation and negotiations related

(l) The parties shall each bear all their own costs and expenses of arbitration, including legal fees and expenses.

(m) Notwithstanding the choice of law provision set forth in Section 16.2, The Federal Arbitration Act, 9 U.S.C. Sections 1 to 14, except as modified hereby, shall govern the interpretation and enforcement of this Section 16.2.

16.3 Recourse to Courts and Other Remedies. Notwithstanding the Dispute resolution procedures contained in Sections 16.1 and 16.2, any party may apply to any court having jurisdiction (a) to enforce this agreement to arbitrate, (b) to seek provisional injunctive relief so as to maintain the status quo until the arbitration award is rendered or the Dispute is otherwise resolved, (c) to avoid the expiration of any applicable limitation period, (d) to preserve a superior position with respect to other creditors or (e) to challenge or vacate any final judgment, award or decision of the Panel that does not comport with the express provisions of Section 16.2.

16.4 Affiliates. Each party hereto agrees that for purposes of this Section 16, references to the parties shall also include their respective Affiliates, who shall be subject to the Dispute resolution procedures of this Section 16 to the same extent as the parties.

## 17. Miscellany.

17.1 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be changed except in writing executed by the parties hereto.

### 17.2 Choice of Law and Forum; Waiver of Jury Trial.

(a) SUBJECT TO AND TO THE EXTENT NOT INCONSISTENT WITH SECTION 16, THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES.

(b) Where federal subject matter jurisdiction exists over any action, suit or proceeding arising out of or in any way connected with this Agreement, each party hereto designates the United States District Court for the Southern District of Florida for the exclusive resolution of that dispute and submits to the jurisdiction of that court and hereby waives any and all objections such party may have as to venue in such court. Where federal subject matter jurisdiction does not exist over that action suit or

17.8 Invalidity of Any Provision. In case any provision of this Agreement not material to the benefits intended to be conferred hereby is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

17.9 Recovery of Costs. In any action between any of the parties seeking enforcement of any of the provisions of this Agreement or in connection with the rights and obligations of any party hereunder, the prevailing party in such action shall be awarded, in addition to any other relief to which it may be entitled, its reasonable costs and expenses (not limited to taxable costs) and reasonable attorneys, fees actually incurred.

17.10 Termination. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated:

- (a) by mutual written consent of the parties hereto;
- (b) by Shareholders and CFC Parent in the event of any material breach by Postco of any of the agreements, representations or warranties of Postco contained herein and the failure of Postco to cure such breach within thirty days after receipt of notice from CFC Parent requesting such breach to be cured;
- (c) by Postco in the event of any material breach by Shareholders of any of Shareholders' agreements, representations or warranties contained herein and the failure of Shareholders to cure such breach within thirty days after receipt of notice from Postco requesting such breach to be cured; or
- (d) as otherwise provided in this Agreement.

In the event that this Agreement shall be terminated pursuant to this Section 17.10, all further obligations of the parties under this Agreement (other than those contained in Sections 16 and 17) shall terminate without further liability of either party to the other, provided that nothing herein shall relieve either party from liability for its willful breach of this Agreement.

17.11 Expenses. Shareholders and Postco shall be responsible for all costs and expenses related to the transactions contemplated by this Agreement, including attorney's fees, accounting fees, appraisal fees, and costs incurred in connection with the transfer of assets contemplated by this Agreement, except as provided in the Transaction Agreement or Stock Purchase Agreement.

17.12 Additional Actions and Documents. Each of the parties hereto hereby agrees to take or cause to be taken such further action, to execute, deliver and file, or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether before, at or after the Closing Date.

\* \* \* \* \*



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

INDIANTOWN COMPANY, INC., a Florida corporation (name to be changed to [CFC Parent, I.C.]

By:   
Robert M. Post, Jr.  
President

POSTCO, INC., a Florida corporation

By:   
Robert M. Post, Jr.  
President

APPROVAL BY INDIANTOWN COMPANY, INC. SHAREHOLDERS:

South Flora Land Development Corporation, a Florida corporation

By: \_\_\_\_\_  
Thomas Beard  
President

National Investors Fund, Inc., a Delaware corporation

By: \_\_\_\_\_  
Thomas Beard  
President

SIGNATURE PAGES TO SUBSIDIARY STOCK PURCHASE AGREEMENT RE:  
SALE OF INDIANTOWN COMPANY, INC. SUBSIDIARY CORPORATIONS

LEGAL NOTICE

INDIANTOWN TELEPHONE SYSTEM, INC., is pleased to announce that a Petition will be filed with the FLORIDA PUBLIC SERVICE COMMISSION seeking approval of the sale and transfer of a controlling stock interest in INDIANTOWN TELEPHONE SYSTEM, INC. from INDIANTOWN COMPANY, INC. to POSTCO, INC. There will be NO CHANGE in customer rates, service or tariffs. Service will continue to be provided by INDIANTOWN TELEPHONE SYSTEM, INC. If you have any questions regarding this matter, please contact:

Robert M. Post, Jr.  
Indiantown Telephone System, Inc.  
15925 S. W. Warfield Blvd.  
Indiantown, Florida 34956  
561/597-3113

If you have any objection to the proposed transfer, please notify the following in writing within 30 days.

Florida Public Service Commission  
Division of Communications  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850  
904/413-6600 or 800/342-3552

(Date)