

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for Transfer)
of water and wastewater)
facilities of Paradise Lakes)
Utility, L.L.C. to Florida)
Governmental Utility Authority)
and request or cancellation of)
certificates.)
_____)

ORIGINAL
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2 JUL 26 PM 4:02
COMMISSION
CLERK

DOCKET NO. 120205-WS
Filed: July 26, 2012

**JOINT NOTICE OF TRANSFER OF PARADISE LAKES UTILITY, L.L.C.'S
WATER AND WASTEWATER FACILITIES LOCATED IN PASCO COUNTY,
FLORIDA, TO FLORIDA GOVERNMENTAL UTILITY AUTHORITY AND
REQUEST FOR CANCELLATION OF CERTIFICATES**

Paradise Lakes Utility, L.L.C. ("Transferor" or "Paradise")
and the Florida Governmental Utility Authority ("Transferee" or
"FGUA"), hereby file this Notice pursuant to Section 367.071(4),
Florida Statutes, as notice of the transfer of the water and
wastewater facilities of Paradise in Pasco County to Florida
Governmental Utility Authority ("Transferee" or "FGUA") and request
the cancellation of the certificates issued to Paradise by the
Florida Public Service Commission (the "Commission").

1. The name and address of Paradise and its authorized
representative for purposes of this Notice are:

Paradise Lakes Utility, L.L.C.
c/o Larry DeLucenay
2348 Raden Drive
Land O' Lakes, FL 34639

Authorized Representative:
F. Marshall Deterding
Sundstrom, Friedman & Fumero, LLP

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for Transfer)
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**JOINT NOTICE OF TRANSFER OF PARADISE LAKES UTILITY, L.L.C.'S
WATER AND WASTEWATER FACILITIES LOCATED IN PASCO COUNTY,
FLORIDA, TO FLORIDA GOVERNMENTAL UTILITY AUTHORITY AND
REQUEST FOR CANCELLATION OF CERTIFICATES**

Paradise Lakes Utility, L.L.C. ("Transferor" or "Paradise") and the Florida Governmental Utility Authority ("Transferee" or "FGUA"), hereby file this Notice pursuant to Section 367.071(4), Florida Statutes, as notice of the transfer of the water and wastewater facilities of Paradise in Pasco County to Florida Governmental Utility Authority ("Transferee" or "FGUA") and request the cancellation of the certificates issued to Paradise by the Florida Public Service Commission (the "Commission").

1. The name and address of Paradise and its authorized representative for purposes of this Notice are:

Paradise Lakes Utility, L.L.C.
c/o Larry DeLucenay
2348 Raden Drive
Land O' Lakes, FL 34639

Authorized Representative:
F. Marshall Deterding
Sundstrom, Friedman & Fumero, LLP

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DOCUMENT NUMBER - DATE

05022 JUL 26 12

FPSC-COMMISSION CLERK

2548 Blainstone Pines Dr.
Tallahassee, Florida 32301
Phone: 850-877-6555

2. The name and address of the Florida Governmental Utility Authority/Transferee and its authorized representative, for purposes of this Notice, are:

Florida Governmental Utility Authority
c/o Governmental Services Group
Att: Robert Sheets
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
850-224-2206

Authorized Representative:
Nabors, Giblin & Nickerson, P.A.
Attn: William C. Garner
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
850-224-4070

3. Attached hereto as Exhibit A are the original Certificate Nos. 458-W and 392-S issued by the Florida Public Service Commission by Order No. 15668 in Docket No. 850211-WS on February 13, 1986.

4. The FGUA was created as of February 1, 1999, pursuant to an interlocal agreement that was subsequently amended and restated on December 1, 2000, and thereafter ("Interlocal Agreement"). Pursuant to Section 367.022(2) and 163.01(7)(g)(1), Florida Statutes, the FGUA is a governmental authority exempt from Commission jurisdiction. See Order No. PSC-00-2341-FOF-WS issued

December 7, 2000; Order No. PSC-03-1284-FOF-Ws issued November 10, 2003; Order No. PSC-09-0334-PAA-WS issued May 14, 2009; and Order No. PSC-10-0675-FOF-WS issued November 9, 2010, collectively the ("FGUA Orders").

5. On May 15 and 17, 2012, the FGUA conducted a public hearing in accordance with Section 125.3401, Florida Statutes, in which it considered: (a) the most recent available income statements for Paradise; (b) the most recent available balance sheet for Paradise, listing assets and liabilities and clearly showing the amount of contribution in aid of construction and the accumulated depreciation thereon; (c) a statement of the existing rate base of Paradise for regulatory purpose; (d) the physical condition of Paradise's facilities being purchased; (e) the reasonableness of the purchase price and terms; (f) the impact of the purchase on utility customers, both positive and negative; (g) any additional investment required and the ability and willingness of the FGUA to make that investment; (h) the alternatives to the purchase and the potential impact on Paradise's customers if the purchase is not made; (i) the ability of the authority to provide and maintain high quality cost effective utility service.

6. The FGUA found the transaction to be in the public interest and issued Resolution No. 2012-11 ("Resolution") approving the Agreement of Purchase and Sale of Water and Wastewater Assets

("Agreement"). A copy of the Resolution is attached hereto as Exhibit B.

7. The FGUA obtained from Paradise the most recent available income and expense statement, balance sheet, statement of rate base for regulatory purposes, and contributions in aid of construction.

8. The transaction closed on June 29, 2012.

9. Paradise has for approximately two years included, as separate operating divisions, three very small systems in Hillsborough County under the entity Paradise Lakes Utility, L.L.C.

Those three systems have been separately accounted for throughout their existence and are not covered by the Annual Reports or other reporting submitted by Paradise to the PSC. These three systems are regulated by Hillsborough County and not within the jurisdiction of the Florida Public Service Commission. As such, subsequent to the closing of this transaction, Paradise has retained no assets that would constitute a system providing or proposing to provide water or wastewater service to the public for compensation under the jurisdiction of the Florida Public Service Commission.

10. Paradise has submitted a final bill to its customers and has transferred the minor amount of customer deposits outstanding, with interest, to the FGUA as appropriate and required by this Commission or by law. Since all the customers of Paradise with

deposits were credited with accrued interest as of December 31, 2012, the amount of interest accrued from that date to closing is minor. A listing of outstanding deposits and accrued interest thereon is attached hereto as Exhibit C. These deposits with accrued interest through closing were transferred to the FGUA at closing and will be maintained by the FGUA in accordance with their policies and procedures. This explanation and disposition complies with the requirements of subsection (4)(g) of Rule 25-30.037, FAC.

11. There are no outstanding issues relevant to the water and/or wastewater facilities of Paradise pending before the Commission.

12. Attached hereto as Exhibit D are the required forms to pay all outstanding regulatory assessment fees due from January 1, 2012 through the date of closing, which are being filed with the Commission's Division of Administrative Services today, along with a check payable to the PSC for the full amount owed.

13. Section 367.071(4)(a), Florida Statutes, provides that the transfer of utility assets to a governmental authority shall be approved as a matter of right. As indicated previously in this Notice, the Commission has recognized on several prior occasions that the FGUA is a governmental authority, and thus only the requirements in subsection (4) of Rule 25-30.037, Florida Administrative Code (the "Rule") apply.

The information identified in paragraph 4(a) of the Rule is provided in Section 1 herein. The information identified in paragraph 4(b) of the Rule is provided in Section 2 herein. The information identified in paragraph 4(d) of the Rule is provided in Section 9 herein. The information identified in paragraph 4(e) of the Rule is provided in Section 6 herein. The information identified in paragraph 4(f) of the Rule is provided in Section 5 herein. Attached as composite Exhibit E are copies of the items identified in paragraph 4(c) of the Rule.

The Transferor and Transferee respectfully request a Commission order consistent with Subsection (6) of the Rule, which provides that "[u]pon its receipt of items required in paragraphs 4(a), (b), (c), (d), (e) and (f), the Commission will issue an order acknowledging that the facilities or any portion thereof have been acquired by the governmental authority."

14. In accordance with the requirements of Rule 25-30.037(7), upon receipt of the items required by subsection (4)(g) and subsection (4)(h), the utility certificate will be canceled. The information provided in Sections 10, 11 and 12 hereof comply with the requirements of those subsections and as such the Commission should cancel the certificates of Paradise.

15. Notice is submitted without waiving any legal position or claims that Paradise or the FGUA may have regarding the standards

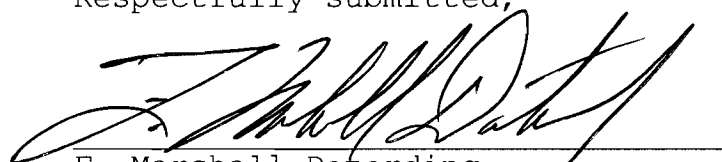
and criteria to be utilized by the Commission in processing this Notice.

WHEREFORE, Paradise and the FGUA request that the Commission:

1. Consistent with its prior FGUA Orders, acknowledge the sale of the water and wastewater facilities of Paradise to the FGUA as set forth in this Notice; and

2. Cancel the Certificates of Paradise attached hereto as composite Exhibit A.

Respectfully submitted,



F. Marshall Deterding
SUNDSTROM, FRIEDMAN & FUMERO, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555
Attorney for Paradise Utility, L.L.C.
And

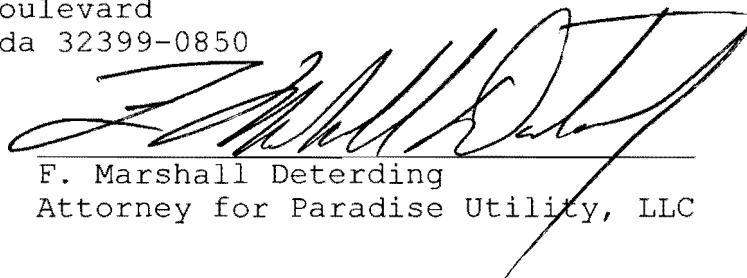


William C. Garner
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
850-224-4070
Attorney for FGUA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Hand Delivery this 26th day of July, 2012, to:

Curt Kiser, Esq.
General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850



F. Marshall Deterding
Attorney for Paradise Utility, LLC

COMPOSITE EXHIBIT A

COPIES OF PARADISE UTILITY'S WATER AND WASTEWATER CERTIFICATES

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

458-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

Paradise Lakes Utility, L.L.C.

Whose principal address is:

2348 Raden Drive
Land O'Lakes, FL 34639 (Pasco County)

to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	15668	DOCKET	850211-WS
ORDER	PSC-02-0803-FOF-WS	DOCKET	020411-WS
ORDER	PSC-05-0166-PAA-WS	DOCKET	030948-WS
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Commission Clerk and Administrative Services Director

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

392-S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

Paradise Lakes Utility, L.L.C.

Whose principal address is:

2348 Raden Drive
Land O'Lakes, Florida 34639 (Pasco County)

to provide wastewater service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	15668	DOCKET	850211-WS
ORDER	PSC-02-0803-FOF-WS	DOCKET	020411-WS
ORDER	PSC-05-0166-PAA-WS	DOCKET	030948-WS
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Commission Clerk and Administrative Services Director

COMPOSITE EXHIBIT B

RESOLUTION

RESOLUTION NO. 2012-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY DIRECTING AND AUTHORIZING THE ACQUISITION OF SUBSTANTIALLY ALL OF THE REAL AND PERSONAL PROPERTY COMPRISING THE WATER AND WASTEWATER UTILITY FACILITIES OWNED BY MAD HATTER UTILITY, INC. AND PARADISE LAKES UTILITY, LLC, IN PASCO COUNTY, FLORIDA; FINDING THAT THE ACQUISITION IS IN THE PUBLIC INTEREST AND SERVES A PARAMOUNT PUBLIC PURPOSE; APPROVING AND AUTHORIZING THE CHAIR TO EXECUTE THE AGREEMENT OF PURCHASE AND SALE; APPROVING AND AUTHORIZING THE CHAIR TO EXECUTE THE AMENDED COMPENSATION AGREEMENT BY AND BETWEEN THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY AND U.S. WATER/WADE TRIM LLC; APPROVING AND AUTHORIZING THE CHAIR TO EXECUTE THE SECOND AMENDMENT TO BULK WATER AGREEMENT BETWEEN PASCO COUNTY, FLORIDA, AND THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY; APPROVING AND AUTHORIZING THE CHAIR TO EXECUTE THE SECOND AMENDED BULK WASTEWATER AGREEMENT BETWEEN PASCO COUNTY, FLORIDA, AND MAD HATTER UTILITY, INC.; APPROVING AND AUTHORIZING THE CHAIR AND SECRETARY TO EXECUTE THE SECOND AMENDED BULK WASTEWATER AGREEMENT BETWEEN PASCO COUNTY, FLORIDA, AND PARADISE LAKES UTILITY, LLC; APPROVING AND AUTHORIZING THE CHAIR OR VICE CHAIR AND SECRETARY TO EXECUTE ACQUISITION CLOSING DOCUMENTS; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY, AS FOLLOWS:

SECTION 1. AUTHORITY. Pursuant to the provisions of the First Amended and Restated Interlocal Agreement Relating to Establishment of the Florida Governmental Utility Authority, dated as of December 1, 2000, as it may be amended (the "Interlocal Agreement"), and section 163.01(7), Florida Statutes, the Board of Directors ("Board") of the Florida Governmental Utility Authority ("FGUA") has the power to acquire, own, improve, operate,

maintain, contract for management and operational services, and dispose of water and wastewater utility facilities.

SECTION 2. INCORPORATION BY REFERENCE. The Executive Report, including a description of the Mad Hatter Utility, Inc. and Paradise Lakes Utility, LLC, (collectively referred to as "Mad Hatter") water and wastewater utility facilities within Pasco County, Florida (the "Mad Hatter Utility Facilities"), the most recent income and expense statement, the most recent available balance sheet, a description of the system's physical condition, a statement on the reasonableness of the price, a statement on customer impacts, a statement on additional investments required by the FGUA and the FGUA's ability and willingness to make these investments, a description of any alternatives to acquisition by the FGUA, and a statement regarding the ability of the FGUA to operate acquired systems, presented at this public hearing and filed with the Clerk are hereby incorporated herein by reference and made a part hereof (hereafter referred to as the "Report"). The Report is attached hereto as Appendix A. The Report is intended to be a statement demonstrating that the acquisition of the Utility Facilities is in the public interest.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared:

(A) The Interlocal Agreement and section 163.01(7), Florida Statutes, grant the FGUA the power to acquire, own, operate, maintain, improve, contract for operational services, and dispose of water and wastewater utility facilities.

(B) Mad Hatter owns and operates certain water production, treatment storage, transmission and distribution systems and wastewater collection, treatment and disposal systems within the State of Florida.

(C) The Board is required to hold a public hearing on the acquisition of the Mad Hatter Utility Facilities to ensure that such acquisition serves the public interest. Two public hearings were held, one on May 15, 2012, and another on May 17, 2012. These public hearings were duly advertised in Pasco County where the Mad Hatter Utility Facilities are located and Pasco County is a member of the FGUA. Pasco County and the FGUA have executed an Interlocal Agreement whereby the County has authorized FGUA to acquire private utility facilities, including the Mad Hatter Utility Facilities. All interested persons had an opportunity to attend and participate and to file written comments. In addition, the terms of the Mad Hatter acquisition were presented to the Pasco County Board of County Commissioners at a public meeting on April 11, 2012, and the Board accepted such terms of purchase.

(D) FGUA ownership of the Mad Hatter Utility Facilities will provide an opportunity for the FGUA to:

(1) address and balance the impact of growth with the need to provide and plan for quality water production, treatment storage, transmission and distribution and wastewater collection, treatment and disposal facilities necessary to accommodate existing development and anticipated future growth in a manner concurrent with the

demands for such facilities in the area, the requirements of state and federal mandates, and the demands of new development and local government's statutory responsibility to implement financially feasible comprehensive plans;

(2) further develop a regional approach, together with the Pasco County Utilities Department, relative to the comprehensive supply, distribution, and treatment of water and the collection, treatment and disposal of wastewater;

(3) seek economies of scale relative to operations, maintenance, customer service and management;

(4) provide current and future users of the Mad Hatter Utility Facilities with cost efficient services at reasonable rates by a governmental entity;

(5) provide that the operation and maintenance of Mad Hatter Utility Facilities is done in a proactive and environmentally responsible manner;

(6) reduce inefficient expansion and extension of service capacities and avoid the proliferation of smaller treatment facilities and sites;

(7) offer an opportunity for the FGUA and Pasco County to not only coordinate the expansion and extension of facilities, but also permit the County to later acquire the systems and operate them as a part of the County's larger community system;

(8) accomplish a greater public use and increased public benefit which results from the ownership, operation and control of the Mad Hatter Utility Facilities by the FGUA, or subsequently, by Pasco County;

(9) enable Pasco County to more effectively and efficiently plan and fulfill its comprehensive planning requirements as provided by law and assure that high quality, cost efficient water and wastewater utility services are available within the County; and

(10) amend existing agreements with a private firm for the performance of the operation, maintenance, billing and customer service functions which will (a) facilitate the eventual consolidation of the Mad Hatter Utility Facilities into the County's service area and thus achieve the water resource preservation and environmental protection inherent in the regional and consolidated provision of utility services, and (b) permit the individual financing of enterprise fund ownership of the Mad Hatter Utility Facilities as an individual FGUA System.

(E) The FGUA previously assumed a Bulk Water Agreement entered into between Aloha Utilities, Inc., and Pasco County, for provision of bulk water, which agreement was amended by the First Amendment to Bulk Water Agreement dated March 16, 2010. It is the intention of Pasco County and the FGUA to further amend this Agreement to allow the FGUA to

make supplemental water purchases and interconnections with the County's water system for the benefit of the Mad Hatter service area.

(F) Pasco County previously entered into separate agreements for bulk wastewater service with Paradise Lakes Utility, LLC, and Mad Hatter Utility, Inc., for provision of bulk wastewater collection. These agreements will be assigned to and assumed by the FGUA at closing of the purchase of the Mad Hatter Utility Facilities by the FGUA, and amended by the FGUA and Pasco County to provide for the full wastewater requirements of the Mad Hatter System for as long as the FGUA owns it.

SECTION 4. DETERMINATION OF PUBLIC USE AND BENEFIT.

(A) Contingent upon the approval by the Board of new water and wastewater rates to be effective on the closing date in such amount as to permit financing of the purchase price and identified improvements to the Mad Hatter Utility Facilities; and based upon its legislative findings incorporated in Section 3, the Board expressly determines that the acquisition of the Mad Hatter Utility Facilities by the FGUA, pursuant to the terms of the Agreement of Purchase and Sale attached hereto as Appendix B; and the provision of water and wastewater services through facilities owned by the FGUA, or subsequently by Pasco County, constitutes a paramount public purpose and is in the best interests of the health, safety, and welfare of Pasco County and its inhabitants and affected ratepayers.

(B) The acquisition of the Mad Hatter Utility Facilities and the amendment of the operations, maintenance, billing and customer service agreement with U.S. Water/Wade Trim, LLC, is reasonable and necessary in order to cost effectively and efficiently transition services from private ownership to governmental ownership and provide service to the Mad Hatter service area, and will provide a greater public use and increased public benefit than will be provided under Mad Hatter's existing operations.

(C) The execution by FGUA of the amended bulk water agreement between Pasco County and the FGUA, and amended bulk wastewater agreements between Pasco County and each utility further constitutes a public purpose and is in the best interests of the health, safety, and welfare of Pasco County and its inhabitants and affected ratepayers.

SECTION 5. PUBLIC INTEREST DETERMINATION OF PURCHASE. In making the public interest determination concerning the transactions contemplated by the FGUA relating to the acquisition of the Mad Hatter Utility Facilities and contracting for the operations, maintenance, billing and customer service functions with U.S. Water/Wade Trim, LLC, the Board has considered numerous factors, including but not limited to the following matters:

(A) The most recently available income and expense statement(s) of the Mad Hatter Utility Facilities;

(B) The most recently available balance sheet(s) for the Mad Hatter Utility Facilities;

(C) A statement of the existing rate base of the Mad Hatter Utility Facilities for regulatory purposes;

(D) The general physical condition of the Mad Hatter Utility Facilities;

(E) The reasonableness of the purchase price;

(F) The impacts of the contemplated transition on utility customers served by the Mad Hatter Utility Facilities, both positive and negative;

(G) Any additional investment required and the ability and willingness of the FGUA to make that investment;

(H) The alternatives to the contemplated transition and the potential impact on utility customers if the Mad Hatter Utility Facilities are not acquired by the FGUA;

(I) The ability of the FGUA, in conjunction with U.S. Water/Wade Trim, LLC, to provide and maintain high quality and cost effective utility service; and

(J) The technical expertise and experience of U.S. Water/Wade Trim, LLC in carrying out the obligations set forth in the operations, maintenance, billing and customer service agreement referenced herein.

SECTION 6. APPROVAL OF AGREEMENT OF PURCHASE AND SALE BY AND BETWEEN MAD HATTER UTILITY, INC., PARADISE LAKES UTILITY, LLC, AND THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY. The Agreement of Purchase and Sale By and Between Mad Hatter Utility, Inc. and Paradise Lakes Utility, LLC, and the Florida Governmental Utility Authority, submitted to this duly called public meeting and attached hereto as Appendix B is hereby approved. The Chair, or a designee, is hereby authorized to execute the Purchase Agreement.

SECTION 7. APPROVAL OF THE MAD HATTER/PARADISE LAKES SYSTEM COMPENSATION AGREEMENT BY AND BETWEEN THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY AND U.S. WATER/WADE TRIM, LLC. The Mad Hatter/Paradise Lakes System Compensation Agreement by and between the Florida Governmental Utility Authority and U.S. Water/Wade Trim, LLC, for operations, maintenance, billing, and customer service of FGUA's utility systems located in Pasco County submitted to this duly called public meeting and attached hereto as Appendix C, be and the same is hereby approved. The Chair is hereby authorized to execute the Amended Compensation Agreement.

SECTION 8. APPROVAL OF THE SECOND AMENDMENT TO BULK WATER AGREEMENT BY AND BETWEEN PASCO COUNTY, FLORIDA AND THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY. The Second Amendment to Bulk Water Agreement by and between Pasco County, Florida, and the Florida Governmental Utility Authority for provision of water purchases from the County and system interconnections between the Mad Hatter Utility Facilities and the County's facilities to accomplish such

purchases, submitted to this duly called public meeting and attached hereto as Appendix D, be and the same is hereby approved, to be effective at closing. The Chair is hereby authorized to execute the Second Amendment to Bulk Water Agreement.

SECTION 9. APPROVAL OF THE SECOND AMENDED BULK WASTEWATER TREATMENT AGREEMENT BETWEEN MAD HATTER UTILITY, INC. AND PASCO COUNTY. Contingent upon the successful closing on the acquisition between FGUA and Mad Hatter, including the assignment and assumption of the Bulk Wastewater Treatment Agreement between Mad Hatter Utility, Inc. and Pasco County, the form, terms and provisions of the Second Amendment to Bulk Wastewater Treatment Agreement by and between Pasco County, Florida, and the Florida Governmental Utility Authority for treatment of wastewater produced in the Mad Hatter service area, submitted to this duly called public meeting and attached hereto as Appendix E, be and the same is hereby approved. The Chair is hereby authorized to execute the Second Amendment to Bulk Wastewater Treatment Agreement for the Mad Hatter Utility, Inc. service area at closing.

SECTION 10. APPROVAL OF THE SECOND AMENDED BULK WASTEWATER TREATMENT AGREEMENT BETWEEN PARADISE LAKES UTILITY, LLC AND PASCO COUNTY. Contingent upon the successful closing on the acquisition between FGUA and Mad Hatter, including the assignment and assumption of the Bulk Wastewater Treatment Agreement between Paradise Lakes Utility, LLC and Pasco County, the form, terms and provisions of the Second Amendment to Bulk Wastewater Treatment Agreement by and between Pasco County, Florida, and the Florida Governmental Utility Authority for treatment of wastewater produced in the Paradise Lakes Utility, LLC service area, submitted to this duly called public meeting and attached hereto as Appendix F, be and the same is hereby approved. The Chair is hereby authorized to execute the Second Amendment to Bulk Wastewater Treatment Agreement for the Paradise Lakes Utility, LLC, service area at closing.

SECTION 11. APPROVAL OF ACQUISITION DOCUMENTS. The Chair or Vice Chair and Secretary are hereby authorized and directed to execute and deliver all documents, papers, and instruments (collectively, the "Acquisition Documents") and take all actions necessary and proper to effect the acquisition of the Mad Hatter Utility Facilities including, but not limited to, execution of certain asset acquisition documents in substantially the form attached hereto as Appendix G. Execution of the Acquisition Documents by the Chair or Vice Chair shall be deemed to be conclusive evidence of approval of such Acquisition Documents. All of the provisions of the Acquisition Documents, when executed and delivered by the FGUA, as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

SECTION 12. APPLICABILITY AND EFFECTIVE DATE. This Resolution shall be liberally construed to effect the purposes hereof and shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED at the meeting of the Board of Directors of the Florida Governmental Utility Authority on the 17th day of May, 2012.

**BOARD OF DIRECTORS OF THE FLORIDA
GOVERNMENTAL UTILITY AUTHORITY**



BY: [Signature]
Chair or Vice Chair

[Signature]
Clerk

APPROVED AS TO FORM:

[Signature]
General Counsel

COMPOSITE EXHIBIT C

OUTSTANDING DEPOSITS AND INTEREST

DEPOSIT CODE : ALL

Paradise Lakes

DEPOSIT DATE RANGE: 0/00/0000 THRU 99/99/9999

STATUS: Active, Disconnect, Final

INCLUDE REFUNDED DEPOSITS: ON/BEFORE: 99/99/9999(NO)

AFTER: 99/99/9999(NO)

ACCOUNT #	ID NAME	RECEIPT	DEPOSIT CODE	DEPOSIT DATE	DEPOSIT RECEIVED	UNBILLED DEPOSIT	INTEREST APPLIED	TARGET REF DATE	REFUND DATE
70-0694-01	1 FLR MANAGEMENT, LLC		004-WTR/SWR DEP	6/31/2007	3,006.17	0.00	0.00		
70-0702-00	1 THE FOUNTAINS AT PARADISE 1441		004-WTR/SWR DEP	4/21/2008	3,764.42	0.00	0.00		
70-0703-00	1 CABANA CLUB @ PL CONDO AS 0092		004-WTR/SWR DEP	4/14/2008	1,000.00	0.00	0.00		
70-0704-01	1 CABANA CLUB @ PL CONDO AS 0092		004-WTR/SWR DEP	4/14/2008	1,000.00	0.00	0.00		
70-0705-00	1 CABANA CLUB @ PL CONDO AS 0092		004-WTR/SWR DEP	4/14/2008	1,000.00	0.00	0.00		
70-0708-00	1 FLR MANAGEMENT, INC	2243	004-WTR/SWR DEP	3/21/2008	400.00	0.00	0.00		
70-0709-00	1 THE TERRACES @ PL CONDO A 081707		004-WTR/SWR DEP	8/17/2007	356.30	0.00	0.00		
70-0710-00	1 THE TERRACES @ PL CONDO A 081707		004-WTR/SWR DEP	8/17/2008	356.30	0.00	0.00		
70-0711-00	1 THE TERRACES @ PL CONDO A 081708		004-WTR/SWR DEP	8/17/2007	356.30	0.00	0.00		
70-0712-00	1 THE TERRACES @ PL CONDO A 081708		004-WTR/SWR DEP	8/17/2007	356.30	0.00	0.00		
70-0713-00	1 THE TERRACES @ PL CONDO A 081708		004-WTR/SWR DEP	8/17/2007	356.30	0.00	0.00		
70-0714-00	1 THE TERRACES @ PL CONDO A 081708		004-WTR/SWR DEP	8/17/2007	356.30	0.00	0.00		
70-0715-00	1 THE TERRACES @ PL CONDO A 081708		004-WTR/SWR DEP	8/17/2007	356.30	0.00	0.00		
70-0716-00	1 THE TERRACES @ PL CONDO A 081708		004-WTR/SWR DEP	8/17/2007	356.30	0.00	0.00		
70-0717-00	1 THE TERRACES @ PL CONDO A 081707		004-WTR/SWR DEP	8/17/2007	356.30	0.00	0.00		
70-0720-00	1 THE TERRACES @ PL CONDO A 081707		004-WTR/SWR DEP	8/17/2007	356.30	0.00	0.00		
70-0721-00	1 THE TERRACES @ PL CONDO A 081707		004-WTR/SWR DEP	8/17/2007	356.30	0.00	0.00		
71-0002-01	1 LAIRD, SCOTT & NANCY	00206656	003-WTR/SWR DEP	8/02/2011	105.00	0.00	0.00	7/03/2013	
71-0009-02	1 MORRIS, EDWARD	00201990	003-WTR/SWR DEP	6/14/2011	105.00	0.00	0.00	5/14/2013	
71-0040-01	1 McLAUGHLIN, STEVEN	00207267	003-WTR/SWR DEP	8/10/2011	105.00	0.00	0.00	7/10/2013	
71-0046-01	1 DAUVIN, MARCEL & LINDA	00201977	003-WTR/SWR DEP	6/14/2011	105.00	0.00	0.00	5/14/2013	
71-0047-02	1 WOOD, DEBORAH	00186497	003-WTR/SWR DEP	12/29/2010	105.00	0.00	0.00	11/29/2012	
71-0263-04	1 GABRIELLA, MARK	00207557	003-WTR/SWR DEP	8/15/2011	105.00	0.00	0.00	7/15/2013	
71-0406-01	1 MORRIS, JACK	00274332	003-WTR/SWR DEP	6/23/2010	105.00	0.00	0.00	3/23/2012	

DEPOSIT DATE RANGE: 0/00/0000 THRU 99/99/9999

DEPOSIT CODE : ALL

STATUS: Active, Disconnect, Final

INCLUDE REFUNDED DEPOSITS: ON/BEFORE: 99/99/9999 (NO)

AFTER: 99/99/9999 (NO)

ACCOUNT #	ID NAME	RECEIPT	DEPOSIT CODE	DEPOSIT DATE	DEPOSIT RECEIVED	UNBILLED DEPOSIT	INTEREST APPLIED	TARGET REF DATE	REFUND DATE
71-0509-02	1 WEINER, JACK	00208565	003-WTR/SWR DEP	9/23/2011	105.00	0.00	0.00	7/23/2013	
71-0522-02	1 SINCLAIR, ROBERT	00227610	003-WTR/SWR DEP	3/12/2012	105.00	0.00	0.00	2/12/2014	
71-0525-02	1 FITZGERALD, JOHN	00186584	003-WTR/SWR DEP	12/31/2010	105.00	0.00	0.00		
71-0527-01	1 ROETTER, JOSEPH	00229764	003-WTR/SWR DEP	4/11/2012	105.00	0.00	0.00	3/11/2014	

Paradise Lakes

DEPOSIT DATE RANGE: 01/01/0000 THRU 99/99/9999

DEPOSIT CODE : ALL

STATUS: Active, Disconnect, Final

INCLUDE REFUNDED DEPOSITS: ON/BEFORE: 99/99/9999(NC)

AFTER: 99/99/9999(NC)

CODE DESCRIPTION	RECEIVED		UNBILLED		REFUNDED			
	COUNT	---AMOUNT---	COUNT	---AMOUNT---	ON OR BEFORE 99/99/9999	---AMOUNT---	AFTER 99/99/9999	---AMOUNT---
BOOK: 0076								
004- WTR/SWR DEP-P	17	14,089.89	0	0.00	0	0.00	0	0.00
BOOK: 0671								
003- WTR/SWR DEP-P	11	1,155.00	0	0.00	0	0.00	0	0.00
BOOK: ALL								
003- WTR/SWR DEP-P	11	1,155.00	0	0.00	0	0.00	0	0.00
004- WTR/SWR DEP-P	17	14,089.89	0	0.00	0	0.00	0	0.00
* TOTAL DEPOSITS *	28	15,244.89	0	0.00	0	0.00	0	0.00

Est. Comm - $14,089.89 \times 8\% \times 6MO =$ *Account Int.* 563.60
Est. Res. = $1,155.00 \times 6\% \times 6MO =$ 39.65
\$ 593.25

SELECTION CRITERIA

REPORT SELECTION

SELECTION BY: 07 - F/L - PARADISE LAKES
ACCOUNT STATUS: Active, Disconnect, Final
CUSTOMER CLASS: ALL

DATE SELECTION

AS OF DATE: 00/00/0000
DEPOSIT DATES FROM: 00/00/0000 THROUGH 99/99/9999
REFUND DATES FROM: 00/00/0000 THROUGH 99/99/9999
ON/BEFORE: 99/99/9999: NO
AFTER: 99/99/9999: NO

DEPOSIT OPTIONS

DEPOSIT CODE: *
REPORT TYPE: Current Deposits
DEPOSIT TYPES REGULAR: YES
INTEREST: YES

PRINT OPTIONS

REPORT TOTALS ONLY: NO
REPORT SEQUENCE: Account Number
PRINT ALPHABETIC SUBTOTALS: NO
PRINT ADDRESS/REFERENCE: NO

* * * END OF REPORT * * *

COMPOSITE EXHIBIT D

ITEMS REQUIRED TO PAY OUTSTANDING REGULATORY ASSESSMENT FEES

Small Water System Regulatory Assessment Fee Return

Florida Public Service Commission

STATUS:

Actual Return
 Estimated Return

PERIOD COVERED:

(See Filing Instructions on Back of Form)

WS446-11-W-R
 Paradise Lakes Utility, L.L.C.
 2348 Raden Drive
 Land O' Lakes, FL 34639-5136

Please Complete Below if Official Mailing Address Has Changed

FOR PSC USE ONLY	
Check # _____	
\$ _____	0604001
\$ _____	003001
\$ _____ E	
\$ _____ P	0604001
\$ _____ I	004010
Postmark Date _____	
Initials of Preparer _____	

(SYSTEM'S NAME)	(ADDRESS)	(CITY/STATE)	(ZIP)
Florida Public Service Commission Certificate			
WATER OPERATING REVENUES		# <u>458-W</u>	# _____
1. Unmetered Water Revenues (460)		\$ _____	\$ _____
MEASURED WATER REVENUES			
2. Residential Revenues (461.1)		\$ <u>35232.00</u>	\$ _____
3. Commercial Revenues (461.2)		_____	_____
4. Industrial Revenues (461.3)		_____	_____
5. Revenues from Public Authorities (461.4)		_____	_____
6. Multiple Family Dwelling Revenues (461.5)		_____	_____
7. TOTAL METERED SALES		\$ _____	\$ _____
FIRE PROTECTION REVENUES			
8. Public Fire Protection (462.1)		_____	_____
9. Private Fire Protection (462.2)		_____	_____
10. TOTAL FIRE PROTECTION REVENUE		\$ _____	\$ _____
11. Other Sales to Public Authorities (464)		_____	_____
12. Sales to Irrigation Customers (465)		_____	_____
13. SALES FOR RESALE (466)		_____	_____
14. Interdepartmental Sales (467)		_____	_____
15. TOTAL WATER SALES (Lines 1+7+10+11+12+13+14)		\$ _____	\$ _____
OTHER WATER REVENUES			
16. Guaranteed Revenues (Include Revenues from A.F.P.I. Charges) (469)		_____	_____
17. Forfeited Discounts (470)		_____	_____
18. Miscellaneous Service Revenues (471)		_____	_____
19. Rents From Water Property (472)		_____	_____
20. Interdepartmental Rents (473)		_____	_____
21. Other Water Revenues (474) Describe: <u>NSF Fees</u>		\$ <u>40.00</u>	\$ _____
22. TOTAL OTHER WATER REVENUES (Lines 16+17+18+19+20+21)		\$ <u>40.00</u>	\$ _____
23. TOTAL WATER OPERATING REVENUES*(Lines 15+22)		\$ <u>35272.00</u>	\$ _____
24. LESS: Expense for Purchased Water From FPSC-Regulated Utility		(_____)	(_____)
25. NET WATER OPERATING REVENUES (Line 23 Less Line 24)		\$ <u>35272.00</u>	\$ _____
26. Regulatory Assessment Fee Due - (Multiply Line 25 by 0.045)		_____	_____
27. LESS: Approved Prior-Period Credit		(_____)	(_____)
28. NET REGULATORY ASSESSMENT FEE (Line 26 Less Line 27)		\$ _____	\$ <u>1587.00</u>
29. Penalty for Late Payment		_____	_____
30. Interest for Late Payment		_____	_____
31. TOTAL AMOUNT DUE		\$ _____	\$ <u>1587.00</u>

*These amounts must agree with Annual Report Schedule F-3
 If service was purchased from a regulated utility, please insert its name: _____

AS PROVIDED IN SECTION 350.113, FLORIDA STATUTES, THE MINIMUM ANNUAL FEE IS \$25

I, the undersigned owner/officer of the above-named vendor, have read the foregoing and declare that to the best of my knowledge and belief the above information is a true and correct statement. I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

 (Signature of System Official)
Tarice DeLuca
 (Please Print Name)

 (Title)
owner
 Telephone Number 813 949-2167 Fax Number 813 949-2146
 F.E.I. No. 59-2677556

7/23/12
 (Date)

Small Wastewater System Regulatory Assessment Fee Return

Florida Public Service Commission

(See Filing Instructions on Back of Form)

STATUS:

Actual Return
 Estimated Return

PERIOD COVERED:

1/1/12 - 6/30/12

WS446-11-S-R
 Paradise Lakes Utility, L.L.C.
 2348 Raden Drive
 Land O' Lakes, FL 34639-5136

Please Complete Below If Official Mailing Address Has Changed

FOR PSC USE ONLY	
Check # _____	
\$ _____	0604002
	000000
\$ _____ E	
\$ _____ P	0604002
	000000
\$ _____ I	
Postmark Date _____	
Initials of Preparer _____	

(SYSTEM'S NAME)	(ADDRESS)	(CITY/STATE)	(ZIP)
Florida Public Service Commission Certificate			
WASTEWATER OPERATING REVENUES	# 392-5	# _____	# _____
FLAT-RATE REVENUES			
1. Residential Revenues (521.1)	\$ _____		\$ _____
2. Commercial Revenues (521.2)	_____		_____
3. Industrial Revenues (521.3)	_____		_____
4. Revenues from Public Authorities (521.4)	_____		_____
5. Multiple Family Dwelling Revenues (521.5)	_____		_____
6. Other Revenues (521.6)	_____		_____
7. TOTAL FLAT-RATE REVENUES	\$ _____	\$ _____	\$ _____
MEASURED REVENUES			
8. Residential Revenues (522.1)	87,335.00		
9. Commercial Revenues (522.2)	_____		
10. Industrial Revenues (522.3)	_____		
11. Revenues from Public Authorities (522.4)	_____		
12. Multiple Family Dwelling Revenues (522.5)	_____		
13. TOTAL MEASURED REVENUES	\$ _____	\$ _____	\$ _____
14. Revenues from Public Authorities (523)	_____		
15. Revenues from Other Systems (524)	_____		
16. Interdepartmental Revenues (525)	_____		
17. TOTAL (Lines 7+13+14+15+16)	\$ _____	\$ _____	\$ _____
OTHER WASTEWATER REVENUES			
18. Guaranteed Revenues (Include Revenues from A.F.P.I. Charges) (530)	_____		
19. Sales of Sludge (531)	_____		
20. Forfeited Discounts (532)	_____		
21. Rents from Wastewater Property (534)	_____		
22. Interdepartmental Rents (535)	_____		
23. Other Wastewater Revenues (536) Describe:	_____		
24. TOTAL OTHER WASTEWATER REVENUES (Lines 18+19+20+21+22+23)	\$ _____	\$ _____	\$ _____
25. TOTAL WASTEWATER OPERATING REVENUES* (Lines 17+24)	87,335.00		
26. LESS: Expense for Purchased Wastewater Treatment from FPSC-Regulated Utility	(_____)	(_____)	(_____)
27. NET WASTEWATER OPERATING REVENUES (Line 25 Less Line 26)	87,335.00		
28. Regulatory Assessment Fee Due - (Multiply Line 27 by 0.045)		3930.00	
29. LESS: Approved Prior-Period Credit		(_____)	
30. NET REGULATORY ASSESSMENT FEE (Line 28 Less Line 29)		\$ _____	
31. Penalty for Late Payment		_____	
32. Interest for Late Payment		_____	
33. TOTAL AMOUNT DUE		\$ 39,300.00	

*These amounts must agree with Annual Report Schedule F-3
 If service was purchased from a regulated utility, please insert its name: _____

AS PROVIDED IN SECTION 350.113, FLORIDA STATUTES, THE MINIMUM ANNUAL FEE IS \$25

I, the undersigned owner/officer of the above-named vendor, have read the foregoing and declare that to the best of my knowledge and belief the above information is a true and correct statement. I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

Janice L. Delaney
 (Signature of System Official)
Janice L. Delaney
 (Please Print Name)

owner (Title)
7-23-12 (Date)
 Telephone Number (813) 949-2167 Fax Number (813) 949-2146

F.E.I. No. 59-2677556

COMPOSITE EXHIBIT E

ITEMS REQUIRED BY RULE 25-30.037(4) (c), F.A.C.

**AGREEMENT FOR PURCHASE AND SALE
OF
WATER AND WASTEWATER ASSETS**

By and Between

**MAD HATTER UTILITY, INC.,
AND
PARADISE LAKES UTILITY, LLC.**

Seller,

and

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

Purchaser

**Covering the Sale of the Assets of the Water, Reuse and
Wastewater Systems of the Seller to the Purchaser**

May 17, 2012

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EXHIBITS

Exhibit "A" (Real Property)

Exhibit "B" (Easements, licenses, etc.)

Exhibit "C" (Treatment plants, etc.)

Exhibit "D" (Certificates, permits, etc.)

Exhibit "E" (Developer Agreements)

Exhibit "F" (Contracts and Leases)

Exhibit "G" (Excluded Assets)

Exhibit “H” (Pending Legal Actions)

Exhibit “I” (Environmental Notices)

Exhibit “J” (Surveys)

Exhibit “K” (Form of Subordinate Bonds)

Exhibit “L” (Form of Certificate)

**AGREEMENT FOR PURCHASE AND SALE OF
WATER AND WASTEWATER ASSETS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER AND WASTEWATER ASSETS ("Agreement") is made as of this 17th day of May, 2012 by and between **Mad Hatter Utility, Inc.**, a Florida corporation, and **Paradise Lakes Utility, LLC**, a Florida limited liability company (collectively hereafter referred to as "Seller"), and the **Florida Governmental Utility Authority**, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7)(g), Florida Statutes ("Purchaser").

WHEREAS, Seller is the owner of certain water supply wells and private utility systems located in Pasco County, Florida which consist of potable water production, supply, treatment and distribution system, wastewater collection, treatment and effluent disposal systems, including reclaimed water distribution facilities (collectively, together with property as may be leased by or under the control of Seller and used to provide water, wastewater and reclaimed water service, but excluding any assets located in Hillsborough County, Florida, the "Utility System"); and

WHEREAS, the Purchaser, pursuant to section 163.01, Florida Statutes (the "Florida Interlocal Cooperation Act"), and an interlocal agreement entered into and adopted by Pasco County, among other local governments (the "Interlocal Agreement"), is authorized to acquire the utility assets of Seller and the Purchaser has the power and authority to provide potable water and wastewater infrastructure and service throughout the State of Florida; and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Utility System of Seller for the consideration and on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, prior to Closing, as defined herein, Purchaser will hold a public hearing as required by law on the proposed purchase contemplated hereby to determine whether or not such purchase is in the public interest.

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree to sell and purchase the Utility System upon the following terms and conditions:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein.

2. **COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS.**

- a. Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the Purchased Assets (as defined below) upon the terms, and subject to the conditions precedent, set forth in this Agreement.
- b. "Purchased Assets" shall include all assets and rights, which may be both tangible and intangible, that Seller owns, or in which it has an interest, and which comprise the Utility Systems, including but not limited to:
 - i. All real property and interests in real property owned and held by Seller, in fee simple or otherwise, unless indicated as an Excluded Asset in **Exhibit "G"**, and all buildings, structures and improvements located thereon, including but not limited to such real property and interests in real property identified in **Exhibit "A"** to this Agreement ("Real Property"), and all surveys related thereto. Exhibit A shall include legal descriptions of all Real Property and recent surveys for all parcels identified with an asterisk ("*") in **Exhibit "A"**;
 - ii. All easements, licenses, prescriptive rights, rights-of-way, rights obtained pursuant to court order or litigation, and rights of the Utility System of any kind to provide utility service or to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, placement, operation and maintenance of the Utility System, including but not limited to, rights identified in **Exhibit "B"** to this Agreement;
 - iii. All water supply, treatment, storage and distribution facilities, wastewater collection, treatment and disposal facilities of every kind and description whatsoever, including but not limited to pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, including reclaimed water facilities, equipment and property installations owned by Seller together with all additions or replacements thereto, including but not limited to, facilities as identified in **Exhibit "C"** to this Agreement;
 - iv. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds of the Utility System, and all rights to construct, maintain and operate the Utility System and its plants and systems for the procuring, treatment, storage and distribution of potable and reclaimed/irrigation water and the collection and disposal of wastewater, including

reclaimed/irrigation water, and every right of every character whatever in connection therewith, and the obligations thereof; all water rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing (hereinafter referred to as the "Certificates"); together with all rights granted to Seller under the Certificates, including but not limited to, rights identified in **Exhibit "D"** to this Agreement. **Exhibit "D"** shall also identify any rights in possession of Seller under the Certificates which are not transferable or which require third party consents to transfer;

- v. Copies of all supplier lists, customer records, prints, plans, including plans in electronic or digital format, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information required by Purchaser to construct, operate or maintain the Utility System in Seller's possession, including rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form;
- vi. Copies of all sets of record drawings, including as-built drawings, showing all facilities of the Utility System, including all original tracings, sepias or other reproducible materials in Seller's possession, including rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form;
- vii. All rights of Seller under any Developer Agreements, as identified in **Exhibit "E"** to this Agreement, which are assumed by Purchaser pursuant to Article 10.d. **Exhibit "E"** shall identify all Developer Agreements pertaining to the Utility System that have not yet been fully completed or performed or which otherwise establish any continuing right, privilege, duty or obligation of the Seller, and shall contain a schedule identifying any third party consents necessary for the assumption by Purchaser;
- viii. All rights of Seller under the Contracts and Leases, as identified in **Exhibit "F"** to this Agreement, which shall include, but not be limited to all agreements with respect to bulk service, effluent disposal and reuse, which are assumed by Purchaser pursuant to Article 10.d. **Exhibit "F"** shall identify all such Contracts and Leases pertaining to the Utility System that have not yet been fully completed or performed or which otherwise establish any continuing right, privilege, duty or obligation of the Seller, and shall contain a schedule identifying any third party consents necessary for the assumption by Purchaser;
- ix. All items of inventory owned by Seller on the Closing Date, which

shall not be unnecessarily depleted prior to that date. Seller shall grant Purchaser access to inspect Seller's items of inventory prior to Closing;

- x. All chemicals, tools, parts and laboratory equipment, owned by Seller. Seller shall grant Purchaser access to inspect Seller's chemicals, tools, parts and laboratory equipment prior to Closing;
 - c. The assets listed in **Exhibit "G"** are excluded from the Purchased Assets.
 - d. Purchaser does not assume any debts, liabilities, obligations, or other financial or service obligations of Seller, except as may be expressly provided hereunder or as may be otherwise provided in writing. Purchaser does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise, arising or accruing before or after the Closing Date when the operative act or omission was that of or attributable to the Seller for its actions prior to the Closing Date. Seller shall remain liable for and shall pay, perform or discharge all such liabilities and obligations; provided Seller is not hereby limited in its right to contest in good faith any such liabilities or obligations.
3. **PURCHASE PRICE.** The total consideration intended to be paid for the Utility System is the Purchase Price. By these presents, Seller and Purchaser covenant and agree that the Purchase Price to be paid to Seller at Closing is set forth below:
- a. Purchaser shall pay to Seller, subject to the additions, adjustments and prorations, if any, referenced in this Agreement, a Cash Payment in the amount of nine million dollars (\$9,000,000) on the date of Closing.
 - b. Purchaser shall issue and deliver a bond to Seller substantially in the form of **Exhibit "K"** attached hereto (the "Subordinate Lien Debt") with the following terms: (i) aggregate principal amount of the bond shall be five million dollars (\$5,000,000) issued in authorized denominations of \$100,000; (ii) the final maturity of the bond shall be 12 years from the date of issuance; (iii) the bond shall bear interest from the date of issuance at a rate of 4.0% per annum, payable semi-annually on June 1st and December 1st of each year, commencing December 1, 2012; (iv) the principal amount of the bond shall be due and payable at such times and in such amounts as shall be contained in the attached form of bond; (v) the bond will not be subject to prepayment by the Purchaser prior to the conclusion of eight (8) calendar years from the Closing Date; (vi) the bond will not be subject to mandatory redemption or tender prior to maturity; (vii) the bond shall have a lien on net revenues of the Utility System, subordinate to the Senior

Lien Debt described in Section 9.b.iv and other parity bonds issued in the future payable from net revenues of the Utility System, and no debt service reserve fund will be required as security; (viii) the documentation for the bond shall contain cross default provisions with the Senior Lien Debt and a rate covenant to charge and collect sufficient revenues to pay 100% of the interest and principal on the Subordinate Lien Debt and Senior Lien Debt; (ix) a standard tax-exempt opinion of bond counsel relating to the bond will be provided to Seller at Closing; and (x) the bond shall be subject to certain restrictions and covenants as to resale by the Seller pursuant to state and federal securities laws as more particularly set forth in the form of certificate attached as **Exhibit "L"** hereto, which the Seller will be required to execute at Closing.

- c. Seller shall be entitled to all Utility System revenue earned prior to the Closing Date. The parties recognize that the Closing may take place during the Utility System's normal billing cycle. At Closing, Seller may have both water and wastewater service rendered and billed ("Accounts Receivable"), and water and wastewater service rendered but not yet billed ("Unbilled Revenue"). Purchaser agrees to a Purchase Price credit to Seller for 100% of the Unbilled Revenue and the Accounts Receivable, net of any credit balances, up to sixty (60) days outstanding as of the Closing Date ("Aged A/R"). Seller shall identify these amounts to Purchaser five (5) days prior to Closing, and the parties shall cooperate to verify such amounts due. In order for the Purchaser to verify the Aged A/R and Seller's estimate of Unbilled Revenue, and to facilitate the smooth transition of customer account, billing and collection information, between execution of this Agreement and five days prior to Closing, Seller shall provide Accounts Receivable by month for the prior 12 months (with any write offs, credits or other adjustments), meter reading schedule, and other relevant billing information. Purchaser shall use its best efforts to collect the Aged A/R and Unbilled Revenue. Purchaser will apply collections to the oldest Aged A/R first. If, one hundred twenty (120) days from the Closing Date, there remain any unpaid Aged A/R or Unbilled Revenue, Purchaser shall be entitled to deduct such unpaid amounts from the first interest payment due Seller pursuant to the Subordinate Lien Debt in 3.b above. Prior to this Subordinate Lien Debt off-set, Purchaser shall provide Seller with a reconciliation of Accounts Receivable by month as supporting documentation for the adjustment.
- d. The parties further recognize each party may receive revenue for water and wastewater services after the Closing Date that is the property of the other party. In such cases:
 - i. Where Purchaser collects payments of the Seller's Revenue, Purchaser shall pay to Seller within ten (10) days of Purchaser's collection thereof;

- ii. Where Seller collects payments of the Purchaser's revenue, Seller shall pay to Purchaser within ten (10) days of Seller's receipt thereof;
 - iii. Seller hereby authorizes Purchaser to endorse any payments made in the name of Seller after the Closing Date for Accounts Receivable or Unbilled Revenue. Seller further agrees to provide to Purchaser, and not endorse, any such payments received by Seller after the Closing Date.
- e. Seller shall be entitled to: (1) connection charges received prior to the date Purchaser signs this Agreement; (2) all meter fees collected prior to Closing for installed meters; and (3) all administrative fees, if any, for review of project plans, permitting, etc., related to CIAC collected prior to Closing.

4. **REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to Purchaser to execute this Agreement and perform its obligations hereunder, Seller represents and warrants to Purchaser as follows:

- a. Seller is a duly organized, validly existing corporation, and its status is active under the laws of the State of Florida. Seller has all requisite corporate power and authority and has taken all requisite corporate action necessary to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.
- b. The Board of Directors of Seller has approved Seller entering into this Agreement.
- c. This Agreement constitutes, and all other agreements to be executed by Seller with respect to this Agreement, will constitute when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.
- d. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the Articles of Incorporation, Certificate of Formation or By-Laws of Seller, nor any Certificate, indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.

Seller has exclusive possession, control and ownership and good and marketable title to all Real Property and the Utility System, including that used or located on property controlled by Seller in its business on the date of this Agreement, and that all such real property has been identified in **Exhibit "A"** hereto. Except as identified in **Exhibit "G"**, the Real Property identified in **Exhibit "A"** constitutes all of Seller's real property in Pasco County, Florida. To Seller's knowledge, the Real Property and

Utility System is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances, as defined in Article 6 of this Agreement. At Closing, Seller shall deliver title to such Real Property listed in **Exhibit "A"** free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances. Seller makes no representation as to the condition of the Real Property, and Purchaser acknowledges that it is accepting the Real Property in accordance with the Title Policy referenced in Article 6 hereof. Seller has provided copies to Purchaser of all existing surveys of the Real Property. Neither Seller nor Purchaser, their agents, consultants or affiliated entities, have any actual knowledge that Seller's use of any parcel of property being conveyed to Purchaser is in violation of any applicable state or local laws, rules or ordinances, including wellhead protection, zoning or other applicable requirements, nor do they have any actual knowledge of any encroachments or excroachments of any kind related to the Real Property except as are identified in **Exhibit "J"** hereto. For the purposes of construing this Article 4.e., "actual knowledge" includes facts directly and personally known to Seller and/or Purchaser, or facts which Seller and/or Purchaser are presumed to have received directly or personally because evidence within Seller's or Purchaser's possession or knowledge is sufficient to engage in a reasonable inquiry into the existence of such facts. Purchaser and Seller acknowledge that there is currently located on parcel #36-26-18-0000-02500-0012 certain stored equipment and other items. If, subsequent to Closing, Seller or Purchaser are notified that said equipment and/or items are required to be moved as a threat to the integrity of the potable water wells located on the well site contiguous thereto (which are being conveyed by Seller to Purchaser as part of this transaction), that Seller, including its successors and assigns, will promptly, and at its own expense, comply therewith. This provision shall not be construed so as to prohibit Seller, its successors and assigns from challenging the lawfulness of an order to relocate such equipment and items. This provision shall constitute a covenant running with the land so long as there are active potable water wells on the adjacent parcels and will be reflected in an appropriate deed and associated title policy.

- e. Seller has exclusive ownership, possession, control, and good and marketable title to the Utility System and all Purchased Assets other than the Real Property, including those used or located on property controlled by Seller in its business on the date of this Agreement. At Closing the Utility **System and** Purchased Assets other than the **Real Property** are subject to no mortgage, **pledge, lien,** charge, security interest, encumbrance, or restriction except Permitted Encumbrances. At Closing, Seller shall deliver title to the Utility System and Purchased Assets other than the Real Property free and clear of all debts, liens, pledges, charges or encumbrances, whatsoever. Seller makes no representation or warranty as to the condition of the Purchased Assets other **than the** Real Property,

and Purchaser acknowledges that it is relying on its own investigation in its decision to consummate the transaction contemplated hereby.

Seller shall provide, at no cost to Purchaser, such written instruments as may be required to authorize purchaser to own and operate the Utility System and any Purchased Asset which is located on property controlled by Seller.

g. Seller has provided to Purchaser copies of all Utility System Certificates, Contracts, Leases, Developer Agreements, and any other agreement of any kind related to the Utility System and Purchased Assets, and shall secure any third party consents which are a condition of transfer, assumption or assignment of such Certificates, Contracts, Leases, Developer Agreements and other agreements, to be assumed by Purchaser prior to Closing.

h. Environmental Law Compliance.

i. Definitions.

1. "Environmental Law" means any **federal**, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the ownership and operation of the Utility System and the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and in effect as of the Closing Date and any conditions and requirements contained in any permits possessed by Seller from any federal, state or local agencies necessary to operate the Utility System.

2. "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Seller conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic

substance" under any provision of Environmental Law.

3. "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by Seller or related to Hazardous Materials generated by Seller.
4. "Remedial Action" means all actions required to (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

ii. Representations. To Seller's knowledge:

1. Seller is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for Seller to believe in any such liability.
2. Seller has obtained all permits required, or has submitted applications for such permits in a timely manner, under applicable Environmental Laws necessary for the operation of the Utility System as of the date of this Agreement.
3. Except as set forth in **Exhibit "I"** to this Agreement, Seller has not received within the last three years notice of any currently outstanding violation of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) relating to the Utility System and to Seller's knowledge there are no currently outstanding violations.
4. No polychlorinated biphenyl or asbestos-containing materials, in violation of Environmental Law are, or have been, present on Utility System property when owned, operated, or leased by Seller, nor are there any underground storage tanks, active or abandoned, on Utility System property owned, operated, or leased by Seller.
5. There is no Hazardous Material in violation of Environmental Law located on any Utility System site that is

owned, leased, operated, or managed by Seller other than properly stored fuels and chemicals used for treatment (such as chlorine or Aquamag); no Utility System site that is owned, leased, operated, or managed by Seller is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and there is no reasonable basis for Seller to be named in such claims or for any similar action to be brought against Seller.

6. No written or to Seller's knowledge verbal notification of a Release of a Hazardous Material has been filed by or on behalf of Seller or any third party with respect to any Utility System property when owned, operated, or leased by Seller. No such Utility System property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.
 7. No Hazardous Material has been released in material violation of Environmental Law at, on, or under any Utility System property now owned, operated, or leased by Seller.
- i. Except as provided in **Exhibit "H"** hereto, there are no current actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against the Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility System or any of the Purchased Assets or the Seller's right and ability to make and perform its obligations under this Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller is not in default with respect to any Certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility System or any of the Purchased Assets. Seller agrees and warrants that it shall have a continuing duty to disclose to Purchaser up to and including the Closing Date the existence and nature of all threatened or pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the construction, operation or maintenance of the Utility System.
 - j. There are no facts known to management, officers or directors of Seller which have or would have a material adverse effect upon the physical

condition of the Utility System or the Purchased Assets which are not readily observable or which have not been disclosed or provided to Purchaser in connection with this transaction.

- k. No representation or warranty made by the Seller in this Agreement contains any untrue statement of material fact or omits to state any material fact required to make the statements herein contained not misleading.

5. **REPRESENTATIONS AND WARRANTIES OF PURCHASER.** As a material inducement to Seller to execute this Agreement and to perform its obligations hereunder, Purchaser represents and warrants to Seller as follows:

- a. Purchaser has been duly organized, and is a validly existing political subdivision under the laws of the State of Florida. Purchaser has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.
- b. The Board of Directors of Purchaser has approved Purchaser entering into this Agreement.
- c. This Agreement constitutes, and all other agreements to be executed by Purchaser with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of Purchaser, enforceable in accordance with their terms.
- d. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Purchaser, nor any indenture, agreement, or other instrument to which Purchaser is a party, or by which it is bound.
- e. All necessary public hearings required to authorize Purchaser's purchase of the Utility Systems and Purchaser entering into this Agreement will have been duly held prior to the Closing Date and all appropriate governmental actions required to be taken by Purchaser will have been duly taken prior to the Closing Date.

6. **TITLE INSURANCE AND PERMITTED ENCUMBRANCES.**

- a. Within five (5) days of from the Purchaser's execution hereof, Seller shall cause to be issued and delivered to Purchaser's counsel a current title insurance commitment in favor of Purchaser issued by a title company licensed to do business in the State of Florida, covering the Real Property, which shall be in an amount equal to \$3,000,000.00. The cost of the title insurance commitment and title insurance policy shall be borne equally by Seller and Purchaser. The title insurance commitment shall commit the insurer to issue owner's title insurance policies to Purchaser covering the

Real Property (substantially in accordance with the ALTA Standard Owner's Form B), reflecting title to the Real Property to be marketable and insurable, except for the Permitted Encumbrances (as defined in Article 6.f. below), the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as materialman's liens, survey, and mechanic's liens. Seller shall execute at, or prior to, Closing, in favor of Purchaser and the title insurance company, the appropriate mechanic's lien affidavit and "Gap" affidavit sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

Purchaser shall notify Seller in writing no more than ten (10) days after receipt of the title insurance commitment of any alleged material defect in Seller's title to the Real Property, other than those accepted herein and the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to the Real Property other than the Permitted Encumbrances), which render or may render Seller's title to the Real Property (i) unmarketable in accordance with standards adopted by The Florida Bar, or (ii) uninsurable. Any objections to title to the extent not shown on the notice furnished by Purchaser in accordance with the provisions of this paragraph shall be deemed to have been waived by Purchaser and Purchaser shall not be entitled to any damages or other remedies. Seller shall have ten (10) days after receipt of Purchaser's notice to eliminate the objections to title set forth in Purchaser's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of \$ 50,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property, which are in a liquidated amount) that Seller has an obligation to discharge on or before Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided or fails to cure any title objections on a timely basis, then Purchaser may:

- i. Accept whatever title Seller is able to convey with no abatement of the Purchase Price; or
 - ii. Reject title and terminate this Agreement with no further liability of either party to the other.
- b. Purchaser may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and Seller advises Purchaser, in writing, that Seller elects to do so by paying same at or prior to the Closing Date; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security of Seller so as to relieve the Real Property from the burden thereof and Seller advises

Purchaser, in writing, that Seller elects to do so at or prior to Closing; or (iii) the title insurance company issuing the title insurance commitments affirmatively insures-over.

- c. Purchaser shall have the right, but not the obligation, to do such surveys on the fee parcels as Purchaser desires. Surveys procured by Purchaser shall be at the sole cost and expense of Purchaser.
- d. If Purchaser desires to have any standard survey exceptions deleted or modified in the Title Policy, Purchaser shall deliver to Seller's attorneys, no later than ten (10) days prior to the Closing Date, properly certified and current original surveys of the specified fee parcels that comply with Florida Law. As to each such survey timely delivered by Purchaser, Seller shall have included in the Title Policy a "blanket exception" as to the applicable fee parcel /survey.
- e. Seller shall deliver, promptly after Closing, the title insurance policy issued on the binder.
- f. As used above, "Permitted Encumbrances" include the following:
 - i. All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof; and
 - ii. Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property or the operation of the Utility System.

7. **CONDITIONS PRECEDENT TO CLOSING.** The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

- a. Neither Party is prohibited by decree or law from consummating the transaction.
- b. There is not pending on the Closing Date any legal action or proceeding that prohibits the acquisition or sale of the Purchased Assets or prohibits Purchaser or Seller from closing the transaction or Purchaser from paying the Purchase Price, or that inhibits or restricts in any material manner Purchaser's use, title, or enjoyment of the Utility System and Purchased

Assets.

- c. Each of the other parties hereto has performed all of the undertakings required to be performed by them under the terms of this Agreement.
- d. There is no material adverse change in applicable law, or in the condition or value of the Purchased Assets or the Utility System. For purposes of this Agreement, a "material adverse change" shall mean any event, condition, development or effect that, either individually or in the aggregate, shall have been, or insofar as can reasonably be foreseen will be, materially adverse to the business operations, assets, value or conditions (financial or otherwise) of the Utility System or the Purchased Assets.
- e. All warranties and representations of the other party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.
- f. Purchaser has performed each of the requirements and duties and has considered each of the criteria that are required by Florida Statutes, to be performed and considered in connection with the Purchaser's purchase of the Utility System prior to Closing this transaction.
- g. Seller and Purchaser understand and agree that Seller purchases bulk wastewater service from Pasco County, Florida. There is a current dispute between the Seller and Pasco County regarding amounts due and owing for such service, and such dispute shall be resolved between the Seller and Pasco County prior to the Closing Date.
- h. Prior to the issuance of the title commitment required in this Agreement, Seller shall have secured fee title to parcel # 26-26-18-0030-00000-0220 upon which the Linda Lakes wastewater treatment plant and lift station are located, and will transfer title to Purchaser at Closing in the form provided in Article 10.b.iii, and any rights in the use of said parcel and facilities that Seller possesses. Said parcel shall be covered under the title insurance policy obtained pursuant to Article 6 of this Agreement.
- i. Seller shall provide to Purchaser on or before May 27, 2012, surveys of parcels identified in **Exhibit "A"** with an asterisk (*). With respect to parcels identified in said manner Purchaser shall have all of the rights and protections which Article 6 hereto, or any other part of this Agreement, shall provide to Purchaser with respect to any other parcels of real property conveyed pursuant to this Agreement.
- j. Prior to Closing the sole stockholders of the Seller, Larry and Janice DeLucenay, will execute a separate agreement which shall provide that if any property, real or personal, is identified within twelve (12) months of the Closing Date as being owned by Larry and/or Janice DeLucenay

individually and said property was, prior to Closing, used by Seller or held for future use by Seller in the operation of the Utility Systems, that Larry and/or Janice DeLucenay will convey such item of property to Purchaser at no additional cost, and in the form provided in Article 10.b.iii. of this Agreement. This provision shall not be construed, however, so as to preclude the right of Larry and/or Janice DeLucenay to contest such assertion. In the event that the parties cannot mutually agree to such transfer, then Purchaser shall have all legal, equitable and contractual rights to enforce this provision against Larry and/or Janice DeLucenay, and Purchaser shall furthermore be entitled to recover its actual cost and expenses related thereto should it prevail in such action.

8. **PRE-CLOSING CONDUCT; COVENANTS.** Prior to the Closing Date, the parties covenant to each other, and shall conduct themselves, as follows:
- a. To the extent not previously provided to Purchaser, at the time of execution of this agreement, Seller shall have furnished to Purchaser the following, to the extent they are in the possession of Seller, its employees, representatives, or agents (including engineers, surveyors and other contractors utilized by Seller):
 - i. Copies, including electronic and digital formats, of all plans and specifications showing the Utility System as now constructed (as-built), including any under construction, together with detailed engineering maps showing the water supply and distribution, wastewater collection lines, lift stations, effluent disposal facilities, including reclaimed water, and appurtenances as now constructed, and all other facilities constituting the Utility System;
 - ii. Copies of all Developer Agreements identified in **Exhibit "E"** together with a schedule identifying (i) committed water and wastewater capacity pursuant to such agreements or any other agreements committing or reserving such capacity to any entity or individual and (ii) any advances for construction, advance facility charges, pre-paid connection charges or other such payments or charges made pursuant to any such agreements;
 - iii. Copies of all Contracts and Leases identified in **Exhibit "F"**;
 - iv. Copies of Seller's tariffs reflecting the rates, fees, and charges of Seller;
 - v. Copies of permits, applications, or other documents, together with effective dates and expiration dates (if any), demonstrating approval of the facilities of the Utility System by all applicable governmental authorities, including, but not limited to: (a) the Florida Department of Environmental Protection, (b) the United

States Environmental Protection Agency, and (c) the South Florida Water Management District;

- vi. A list of customers and customers' deposits and accrued interest and accounts receivable by name and account number, setting forth the amount of each individual deposit and receivable and their aggregate totals and identifying each deposit as refundable or non-refundable; Seller agrees to cooperate with Purchaser in providing billing information required by Purchaser to reconcile the aggregate interest total with refund credits or payments applied to customer accounts, to verify the Aged A/R and Seller's estimate of Unbilled Revenue, and to facilitate the smooth transition of customer account, billing and collection information;
- vii. Copies of all warranties held by Seller with respect to completed, or in progress, construction work with respect to the Utility System, in addition to a copy of all warranties relating to the Purchased Assets;
- viii. Copies of any and all effective insurance policies with respect to the Purchased Assets and Utility System;
- ix. Copies of all title insurance policies related to the Real Property secured by Seller upon its acquisition of title to such property;
- x. A survey of the Real Property, as prepared by a Florida licensed surveyor, in accordance with the minimum technical standards adopted by the Florida Society of Professional Land Surveyors in accordance with § 472.027, Florida Statutes. The survey(s) shall set forth the area contained in each parcel of property, together with all existing easements, alleys, streets, rights-of-way and roads thereon; show any encroachments upon or protrusions from the property; show all existing improvements constructed thereon and distances to boundary lines; specify thereon all dedicated public streets providing access to the property; and stating whether the property is within any area determined by the Department of Housing and Urban Development to be flood prone under the Federal Flood Protection Act, as amended, except, however, if the title insurer will accept an existing survey plus a "gap" or "bring down" affidavit in lieu of a new survey. If the survey shows any encroachments on the Real Property or that improvements located thereon encroach on any setback lines, easements, lands of others, or violate any restrictions, contract, covenants or applicable governmental regulations, same shall constitute a title defect. To the extent a current survey is not available, Seller shall provide to Purchaser copies of all surveys previously performed on the Real Property. Current surveys shall be provided for all property identified with an asterisk (*) in **Exhibit "A"**;

- xii. Copies of all Certificates, including but not limited to, environmental permits and pending applications related thereto for Seller's facilities.
 - xi. Copies of all easements, licenses, prescriptive rights and rights-of-way owned and used by Seller for the construction, operation and maintenance of the Utility System and Purchased Assets as identified in **Exhibit "B"**; and
- b. During the period between the date this Agreement is signed by Purchaser and the Closing Date, Seller shall:
- i. Operate and maintain the Utility System and Purchased Assets in a normal and ordinary manner to ensure that the condition of the Utility System and the Purchased Assets remains in all material respects unchanged, normal wear and tear and usage excepted, and the chemical, tool and equipment inventory on hand shall not be materially diminished or depleted;
 - ii. Notify Purchaser within two (2) days of Seller's receipt of any notification from any person, business, or agency, including but not limited to any agency of the state or a local government, of any existing or potential Environmental Law violation;
 - iii. Not make any material changes to the Utility System or the Purchased Assets without the prior written consent of Purchaser. Said consent shall not be unreasonably withheld;
 - iv. Provide Purchaser, or its designated agent(s), with unrestricted access to the business premises, Utility System, Purchased Assets, Seller's customer and operations books and records systems, employees, agents, or representatives, on reasonable advance notice and during normal weekday business hours;
 - v. Promptly notify Purchaser of any event, activity or occurrence that has, or may have, a material adverse effect upon the Utility System or the Purchased Assets or this transaction; and
 - vi. Not enter any contract, lease, certificate or agreement of any kind without the prior written consent of Purchaser. Said consent shall not be unreasonably withheld.
- c. During the period of time between the date of this Agreement and the Closing Date, Seller shall maintain its existing levels of insurance on the Purchased Assets and Utility System and the risk of any loss shall remain with Seller until the Closing Date.

- d. From the date that Purchaser signs this Agreement and until Closing, Seller shall not, without the prior written consent of Purchaser, accept any connection charges or other fees from developers, enter into any new developer agreements or modify any existing developer agreements. Copies of any proposed new or modified developer agreements shall be promptly delivered to Purchaser and shall not be signed by Seller without prior written consent from Purchaser. Said consent not to be unreasonably withheld.
- e. Purchaser, in its discretion, may cause to be performed, at its sole expense, a Phase I Environmental Survey (and a subsequent Phase II, if necessary) of each parcel of Real Property owned by Seller. If such Survey discloses the presence of any Hazardous Material, Seller shall have the right to perform such cleanup and remediation as is necessary hereunder. Upon Seller's failure to perform such cleanup and remediation, prior to the Closing Date, Purchaser may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing without abatement of the Purchase Price.

9. **TERMINATION OF AGREEMENT.**

- a. This Agreement may be terminated (i) by mutual written consent of the parties, (ii) by either party if the transactions contemplated hereby have not closed on or before July 31, 2012, unless extended by authorized representatives of both parties in writing, or (iii) as provided in paragraphs b. and c. below.
- b. Purchaser may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:
 - i. The failure of Seller, in any material respect prior to Closing, to satisfy any conditions precedent to closing or to comply with pre-closing conduct and covenants contained in this Agreement;
 - ii. Any material breach of this Agreement by Seller, including, but not limited to, a material breach of any representation or warranty, if Seller has not cured such breach within thirty (30) days after receipt of written notice from Purchaser; provided, however, such breach must in any event be cured five (5) days prior to the Closing Date unless the date for cure has been extended by Purchaser;
 - iii. Any other basis for termination on behalf of Purchaser otherwise set forth in this Agreement; or
 - iv. Purchaser cannot, together with the Subordinate Lien Debt contemplated for issuance in this Agreement, issue thirty year

revenue bonds (“Senior Lien Debt”) required for Purchaser to pay the Cash Payment within the following parameters: (A) a true interest cost not exceeding 6.25%; (B) debt proceeds equal to at least \$9,000,000; (C) an “A-” rating or better from Moody’s Rating Service or Standard and Poor’s Rating Service; and (D) standard redemption provisions with an optional redemption price of no greater than par, subject in each case to the review and approval of the Purchaser’s financial advisor that each such parameter has been met. In the event that Purchaser is unable to achieve an “A-” rating or other parameters in this subsection, the parties agree that Purchaser, in its sole discretion, has the right, but not the obligation, to finance the purchase using a bank loan or other available financing method, provided that Purchaser determines it is in the long term best interest of Purchaser to do so. In the event that Purchaser exercises the right to terminate this Agreement, Purchaser shall immediately notify Seller in writing of such determination, with such notice setting forth in reasonable detail the basis upon which such determination was made. In that event, Purchaser and Seller shall have no liabilities and no further obligations to each other under this Agreement.

- c. Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:
 - i. The failure of Purchaser, in any material respect prior to Closing, to satisfy any of the conditions precedent to closing;
 - ii. Any material breach of this Agreement by Purchaser, including, but not limited to, a material breach of any representation or warranty, if Purchaser has not cured such breach within 30 days after notice from Seller, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Seller; or
 - iii. Any other basis for termination on behalf of Seller otherwise set forth in this Agreement.
- d. Upon the occurrence of any of the bases for termination of this Agreement, the party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Article 12.c.
- e. Upon the termination of this Agreement, the following shall occur:
 - i. To the extent permitted by Florida law, each party shall return all documents, including copies, in its possession, custody, or control, or in the possession, custody, or control, of its agents and

consultants to the other, as the case may be. Each party, its agents and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless required by law. The parties acknowledge that certain information Purchaser has received from Seller has been discussed with and/or reviewed by Pasco County and the FGUA, both governmental entities, and that Seller is subject to the requirements of the Florida public records laws;

- ii. Except as otherwise set forth in this Agreement, each party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement;
- iii. This Agreement shall forthwith become void and (except for the willful breach of this Agreement by any party hereto) there shall be no liability on the part of Purchaser or Seller, or their respective members, officers or directors, other than as provided for herein.

10. **CLOSING DATE AND CLOSING.**

- a. The parties shall use their best efforts to close this transaction ("Closing") on or before June 14, 2012, at a location mutually acceptable to both parties. As used in this Agreement, the term "Closing Date" shall mean the date on which the Closing occurs, but in no event shall the Closing Date be extended beyond July 31, 2012, unless a later date is agreed to by the parties in writing.
- b. At Closing:
 - i. Purchaser shall pay the Cash Payment, subject to any adjustment as provided for in this Agreement;
 - ii. Purchaser shall deliver to Seller the Bonds provided for in this Agreement; and
 - iii. Title to the Real Property shall be conveyed to Purchaser by Special Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Purchaser by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances. Seller shall further provide to Purchaser such other instruments of conveyance as shall be, in the reasonable opinion of Purchaser and its counsel, necessary to transfer the Utility System and Purchased Assets in accordance with this Agreement and, when necessary or desirable, in recordable form.

- c. Seller shall assign its right, title and interest in those Certificates, easements, licenses, etc. identified in **Exhibits “B” and “D”**;
- d. Seller and Purchaser shall enter into separate Assignment and Assumption Agreements with respect to the (i) Developer Agreements identified in **Exhibit “E”**, and (ii) Contracts and Leases identified in **Exhibit “F.”** Notwithstanding the foregoing, other than the Developer Agreements noted above, Purchaser retains the option not to assume any agreements, contracts or leases of any type which Purchaser shall determine, in its sole discretion, are not consistent with the ordinary business practices of Purchaser and Purchaser’s best interest, in which event, however, Seller may elect to terminate this Agreement and refuse to close. Purchaser shall notify Seller of its intention not to assume any lease or contract identified on Exhibit “F” not less than ten (10) days prior to the Closing Date.
- e. Real property and personal property taxes on the Purchased Assets and Utility System, and any other applicable taxes, shall be prorated as of the Closing Date and Seller shall be required to pay its pro rata share at Closing. All other taxes, assessments and regulatory assessment fees accrued or owed by Seller as of or prior to the Closing Date with respect to the Utility System and Purchased Assets shall remain the obligation of Seller.
- f. Recording fees and taxes (documentary stamps) to record the deeds and any other instruments necessary to deliver title to the Purchaser shall be paid by the Purchaser.
- g. Connection Charges (defined as plant capacity, transmission line capacity, or other unit connection fees paid for the availability of utility capacity) received by Seller on or before the date Purchaser signs this Agreement, shall be retained by Seller. Connection Charges received by Seller after the date Purchaser signs this Agreement and through Closing shall be transferred at Closing by Seller to Purchaser.
- h. All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.
- i. Each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.
- j. All bills for services, materials and supplies rendered in connection with the construction, operation and maintenance of the Utility System prior to Closing, including but not limited to electricity, phone service, and payroll

for a period up to and including the Closing Date, shall be paid by Seller. Purchaser shall be responsible for all such costs and expenses incurred subsequent to Closing.

- k. Purchaser shall assume the liability for customer deposits, and Seller shall, by electronic transfer, transfer all customer deposits and accrued interest thereon through Closing to Purchaser. Seller shall provide, by customer account, a reconciliation of accrued interest up to the Closing Date.
- l. Purchaser, at Closing, shall reimburse or credit Seller for the cost of any additional capital improvements made to the Utility System on behalf of Purchaser prior to the Closing Date, provided Purchaser has specifically requested that such improvements be made in writing.
- m. Each party shall deliver to the other party a certificate stating that:
 - i. The party is not prohibited by decree or law from consummating the transaction contemplated hereby.
 - 1. There is not pending on the Closing Date any legal action or proceeding that hinders the ability of either party to close the transaction.
 - 2. All warranties and representations of such party contained in this Agreement are true and correct in all material respects as of the Closing Date.
 - ii. Seller shall deliver to Purchaser, in a form reasonably acceptable to Purchaser, an opinion of Seller's counsel substantially to the effect that:
 - 1. Seller is validly organized, existing and its status is active under the laws of the State of Florida.
 - 2. This Agreement has been duly and validly executed and approved by Seller and is a valid and binding agreement upon Seller.
 - 3. To Seller's counsel's actual knowledge, the execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to Seller.
 - iii. Purchaser shall deliver to Seller in a form acceptable to Seller, an opinion of Purchaser's Counsel substantially to the effect that:
 - 1. Purchaser is validly organized and existing as a

political subdivision under the laws of the State of Florida.

2. This Agreement has been duly and validly executed and approved by Purchaser and is a valid and binding agreement upon Purchaser.
3. To Purchaser's Counsel's actual knowledge, the execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to Purchaser.

11. **POST CLOSING COOPERATION.**

- a. Seller and Purchaser shall, after the Closing Date, upon reasonable request of the other party and at no cost to the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations and in this Agreement.
- b. Each of the parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement. Subject to the provisions of paragraph e. below, each party shall retain and provide the other with any records or information that may be relevant to such return, audit or examination, proceedings or determination. Such assistance shall include making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.
- c. If, after the Closing Date, any of the parties hereto shall require the participation of the other or of officers and employees employed by the other to aid in the defense or prosecution of litigation or claims, and so long as there exists no conflict of interest between the parties, each party shall use its best efforts to be available or to make such officers and employees reasonably available to participate in such defense or prosecution.
- d. At any time up to the 10th anniversary of the Closing, where there is a legitimate purpose not injurious to the other party and not related to prospective competition by such party with another party hereto, or if there is an audit by the IRS, other governmental inquiry, or litigation or prospective litigation to which Purchaser or Seller is or may become a party, making necessary any access to the records of or relating to Seller's

original utility assets held by Purchaser or making necessary Purchaser's access to records of or relating to the operations of Seller held by any entity other than Seller, each of them shall allow representatives of the other party access to such records during regular business hours at such party's place of business for the sole purpose of obtaining information for use as aforesaid.

- e. At any time up to the 10th anniversary of the Closing, either party hereto at any time, upon not less than 90 days' prior written notice to the other party hereto, may dispose of the records in its possession relating to the Purchased Assets and the business related thereto, in accordance with its respective record retention policies and subject to applicable law; provided, however, that a party may, at its own cost and expense, retain, or make arrangements for the retention of, records in the possession of another party to which it would have a right of access under paragraph d, if it notifies, in writing, such party that it desires to retain such records.
- f. Seller agrees to provide reasonable assistance to the Purchaser to transition the administration and operation of the Utility System and Purchased Assets for a period of One Hundred and Twenty (120) days after the Closing Date. Said assistance shall require Seller neither to incur any expense nor exceed 25 man hours per month.
- g. The party requesting assistance hereunder shall reimburse the other for reasonable out-of-pocket expenses incurred in providing such assistance.
- h. The respective representations and warranties of the parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of one year from the Closing Date, and thereafter shall terminate.
- i. With regard to any part of parcels numbered 36-26-18-0010-00B00-0000 and 28-26-19-0000-00300-0010 which is retained by Seller after Closing, Seller agrees to hold Purchaser harmless, excluding cleanup and any remediation requirement imposed by a state or local regulatory authority for which Purchaser would be solely responsible if said retained parcels had been conveyed to Purchaser, for damage or trespass to the retained part of said parcels caused by the operation of the lift stations located adjacent thereto. Seller does not, however, indemnify Purchaser from any liabilities, obligations, penalties, or fines imposed or assessed by any federal, state or local authorities associated with the operation of said lift stations, unless said liability, obligation, penalty or fine would not be imposed but for the fact that Purchaser does not own that part of said parcels retained by Seller under this Agreement. Nothing in this Article 11.i. shall be construed to relieve Seller of any other indemnities benefiting or protecting Purchaser which are provided in this Agreement.

- j. Seller acknowledges that its obligation to secure transfer of the CSX railway right of way crossing agreement will not be accomplished prior to Closing. Seller covenants and agrees to continue prosecuting to conclusion such transfer application and to secure such consent on Purchaser's behalf, at Seller's cost.

12. **MISCELLANEOUS PROVISIONS.**

- a. This Agreement, the Exhibits hereto, and the documents referred to herein, collectively embody the entire agreement and understandings between the parties and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.
- b. Within 30 days after Closing, Seller shall prepare and the Purchaser and Seller will jointly submit a notice of the transfer of the system to the Florida Public Service Commission in a Petition for Termination of the Certificates of Authorization of Seller. Seller shall file reports, if any, required to satisfy its outstanding gross receipts tax, regulatory assessment fees, and other obligations and governmental assessments through the date of Closing. All of Seller's costs and expense relative to the termination of Seller's relationship with the Florida Public Service Commission, including regulatory assessment fees, shall be borne by Seller. A Copy of the Order(s) of the Commission acknowledging sale of the system to Purchaser shall be promptly provided to Purchaser upon Seller's receipt thereof.
- c. Any notice or other document required or allowed to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by electronic or facsimile transmission with written confirmation.

If to Seller, such notice shall be delivered at:

Mad Hatter Utility, Inc.
Attention: Larry G. DeLucenay, President
2348 Raden Drive
Land O'Lakes, Florida 34639

Fax: (813) 949-2146
madhatterutility1@yahoo.com

with a copy to:

Sundstrom, Friedman & Fumero, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Attention: William E. Sundstrom, P.A.

(Fax) 850-656-4029
wsundstrom@sfflaw.com

If to Purchaser, such notice shall be delivered at:

Florida Governmental Utility Authority
c/o Government Services Group, Inc.
Attention: Robert Sheets
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

Fax: (850) 224-7206
rsheets@govserv.com

with a copy to:

Nabors, Giblin & Nickerson, P.A.
Attention: Brian Armstrong, Esq.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308

(Fax) 850-224-4073
barmstrong@ngn.com

- d. The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.
- e. The drafting of this Agreement was a joint effort of the parties, and in the interpretation hereof, it shall be assumed that no party had any more input or influence than any other.
- f. This Agreement is solely for the benefit of the parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than successors and assigns), who or which is not a formal party hereto.
- g. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this

Agreement shall be construed to be in full force and effect.

This transaction involves the purchase of the water and wastewater assets belonging to two separate and distinct corporate entities, Mad Hatter Utility, Inc., and Paradise Lakes Utility, LLC. Seller hereby notifies Purchaser that Seller, as part of this transaction, will allocate Three Million Dollars (\$3,000,000) of the Purchase Price specifically to the purchase of the assets of Paradise Lakes Utility, LLC, and Purchaser does not object to Seller structuring the transaction in this manner.

- h. This Agreement may be amended or modified only if executed in writing.
- i. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida.
- j. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.
- k. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.
- l. For purposes of this Agreement, an individual is deemed to have "knowledge" of a particular fact or other matter if such individual has actual awareness of such fact or matter, or a prudent individual could be expected to discover or otherwise become aware thereof in the ordinary course of conducting his business.
- m. Seller hereby agrees that it shall require any affiliate or commonly-held corporation to provide to Purchaser at no cost, prior or subsequent to Closing, easements, consents, or other things or acts as may be reasonably required by Purchaser, which is in the ownership, possession or control of Seller or any affiliate or commonly held corporation, in order to operate the Utility System and Purchased Assets subsequent to Closing hereof.
- n. Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by or on behalf of the Purchaser or Seller in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee, contractor or agent of the Purchaser or Seller, or of any incorporator, member, director, trustee, officer, employee or agent of any successor to the Purchaser or Seller, in any such Person's individual capacity, and no such Person, in an individual capacity, shall be

liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the Purchase Price or for any claim based hereon or on any such stipulation, covenant, agreement, or obligation, against any such Person, in an individual capacity, either directly or through the Purchaser or Seller or any successor to the Purchaser or Seller, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such Person, in an individual capacity, is hereby expressly waived and released. All references to the Purchaser in this paragraph shall be deemed to include the Purchaser, its Government members, Board members, officers, employees, contractors and agents. The provisions of this Section shall survive the termination of this Agreement.

- o. Purchaser shall bear no liability for accrued or current salaries or benefits of any kind related to Seller or Seller's leased employees for Seller's construction, operation, or maintenance of the Utility System and Purchased Assets up to and including Closing.
- p. This Agreement shall be binding upon the successors and assigns of the parties hereto. Purchaser may collaterally assign its rights hereunder to any financial institution providing financing in connection with the transaction contemplated hereby. Seller may assign part or all of its rights hereunder to a qualified intermediary in connection with a like-kind exchange, and the parties hereto agree that Seller may, for its business purposes, structure the disposition of all or some of its Property as a like-kind exchange under Internal Revenue Code Section 1031, at Seller's sole cost and expense, and Purchaser hereby agrees that Seller may structure the transaction in that manner and shall, at no cost to Purchaser, provide Seller with such assistance as reasonably may be requested in connection with such like-kind exchange.
- q. The Purchaser shall not be obligated to pay any liability arising out of or in any connection whatsoever with this Agreement from any funds except from the net revenues realized by the Purchaser after Closing from its ownership and operation of the Utility System. As to matters for the pre-Closing activities of its consultants and agents, Purchaser shall require that adequate insurance is in place to protect Seller from any property damage or personal injury as may be caused by said Consultants and Agents during such pre-Closing period. It is further agreed between the Purchaser and the Seller that this Agreement and any obligations arising in connection therewith, whether for payment of the Purchase Price, or for any claim of liability, remedy for breach or otherwise, shall not constitute a lien on the Utility System or any other property or utility system owned or operated by Purchaser, or any governmental member of the Florida Governmental Utility Authority.

- r. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

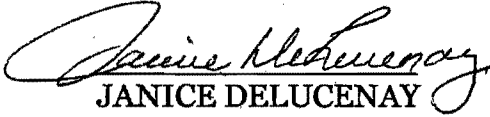
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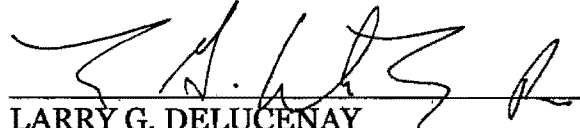
[EXECUTION PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

ATTEST:

MAD HATTER UTILITY, INC.



JANICE DELUCENAY


LARRY G. DELUCENAY
President

ATTEST:

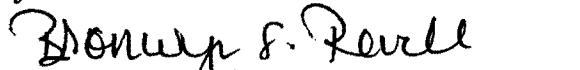
PARADISE LAKES UTILITY, LLC


JANICE DELUCENAY

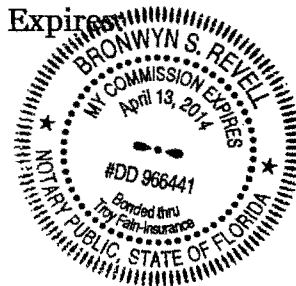

LARRY G. DELUCENAY
Manager

**STATE OF FLORIDA
COUNTY OF PASCO**

The foregoing instrument was acknowledged before me this 17th day of May, 2012 by Larry G. DeLucenay, as President of Mad Hatter Utility, Inc., a Florida corporation, and Manager of Paradise Lakes Utility, LLC, a Florida limited liability company on behalf of the companies. He is personally known to me.


Notary Public


My Commission Expires



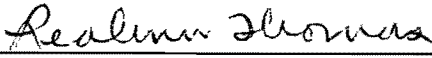


ATTEST:

**FLORIDA GOVERNMENTAL UTILITY
AUTHORITY**



 KAMILYA PEREIRA
 Board Clerk
 (SEAL)



 By: LEA ANN THOMAS
 Chair

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ^{31st} 17th day of May, 2012, by Lea Ann Thomas on behalf of the Board of the Florida Governmental Utility Authority. She is personally known to me.

	DONNA K. PURVIS
	Notary Public, State of Florida
	My Comm. Expires June 23, 2013
	Commission No. DD 902016



 Notary Public

My Commission Expires: 6/23/13

EXHIBIT "A"

REAL PROPERTY

<u>Parcel No.:</u>	<u>Description</u>
1. 36-26-18-0070-00000-00A0	Osprey Lane Lift Station 1515 Osprey Lane

Cypress Cove Subdivision, Phase 2 Plat Book 23, Pgs 141-148, Lot A.

2. 25-26-18-0000-07700-0040	S.R. 54 Lift Station 21770 S.R. 54
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From the Southwest corner of the Southeast ¼ of Section 25, Township 26 South, Range 18 East, Pasco County, Florida, for a Point of Reference; thence N89°41'40"E, along the South line thereof, 992.35 feet; thence N00°38'05"W, 885.50 feet for a Point of Beginning of a Lift Station Site; thence continue N00°38'05"W, 43.26 feet to a point on the South right-of-way line of County Road No. 54 (a proposed 60 foot half right-of-way); thence S63°13'56"E, along said South right-of-way line, 55.42 feet; thence S26°46'04"W, 20.00 feet; thence S89°21'55"W, 40.00 feet to the aforementioned Point of Beginning.

3. 33-26-19-0000-00200-0011	Oak Grove Lift Station #2 of 3 1202 Oak Grove Blvd.
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Begin at SW Corner of Lot 86 of Oak Grove Phase 3 as recorded in PB 40 PGS 111-117 then curve concave NWLY Rad 335 FT CHD N77DEG26'05"E 20.1 FT then S06DEG12'48"E 30.27 FT then S77DEG59'35"W 20.13 FT to ELY R/W Line of Oak Grove Blvd TH NLY Along said R/W line to POB OR 2062 PG 843.

4. 36-26-18-0000-1619	Super Wal-Mart Lift Station
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A PARCEL OF LAND LOCATED THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER SAID SECTION 36; THENCE RUN N88°31'26"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 SAID SECTION 36 A DISTANCE OF 157.77 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF DALE MABRY HIGHWAY AS RECORDED IN OFFICIAL RECORD BOOK 3222, PAGE 1932 AND OFFICIAL RECORD BOOK

3258, PAGE 459, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE RUN N27°16'53"E ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 268.04 FEET TO A NON TANGENT CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 430.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE FROM A CHORD BEARING OF S34°33'14"E RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°29'45" A DISTANCE OF 281.40 FEET TO THE POINT OF TANGENCY; THENCE RUN S15°48'21"E A DISTANCE OF 66.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS 330.50 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°35'46" A DISTANCE OF 424.53 FEET TO THE POINT OF TANGENCY; THENCE RUN S89°24'07"E A DISTANCE OF 348.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 60°15'25" A DISTANCE OF 357.57 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID CURVE RUN N67°47'35"E A DISTANCE OF 6.49 TO A NON TANGENT CURVE CONCAVED EASTERLY HAVING A RADIUS OF 29.50 FEET; THENCE FROM A CHORD BEARING OF N22°47'34"E RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'59" A DISTANCE OF 46.34 FEET TO THE POINT OF TANGENCY; THENCE RUN N67°47'35"E A DISTANCE OF 54.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 150.50 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°20'41" A DISTANCE OF 53.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 29.50 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°51'25" A DISTANCE OF 9.71 FEET TO THE POINT OF TANGENCY; THENCE RUN N66°18'18"E 15.14 FEET; THENCE RUN N54°00'38"W 1.20 FEET FOR A POINT OF BEGINNING; THENCE RUN N 64°31'35"E A DISTANCE OF 10.94 FEET; THENCE RUN N33°33'36"E A DISTANCE OF 30.08 FEET; THENCE RUN N56°48'53"W A DISTANCE OF 33.09 FEET; THENCE RUN S35°17'23"W A DISTANCE OF 38.05 FEET; THENCE RUN S54°00'38"E A DISTANCE OF 28.63 FEET TO THE POINT OF BEGINNING.

5. 29-26-19-0000-00100-0060*

Terra Bella New SR 54 WTP
23731 S.R. 54

THAT PART OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIPE (16MM) MARKING THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 29, S 0°35'25" W, 2,433.79 FEET (741.82M); THENCE S 88°41'14" E, 310.00 FEET (94.49M); THENCE S 89°27'43" E, 113.33 FEET (34.54M); THENCE N 0°32'17" E, 9.84 FEET (3.00M); THENCES 89°27'43" E, 164.04 FEET (50.00M); THENCE S 0°32'17" W, 9.84 FEET (3.00M);

THENCE S 89° 27'43" E, 1,114.98 FEET (339.85M); THENCE N 0°32'17" E, 365.62 FEET (111.44M); THENCE N 23°16'23" E, 201.20 FEET (61.33M); THENCE N 18°33'48" W, 347.89 FEET (106.04M) TO THE POINT OF BEGINNING; THENCE N 42°02'24" W, 100.00 FEET (30.48M); THENCE N 47°57'36" E, 160.00 FEET (48.77M); THENCE S 42°02'24" E, 100.00 FEET (30.48M); THENCE S 47°57'36" W, 160.00 FEET (48.77M) TO THE POINT OF BEGINNING.

CONTAINING 16000 SQUARE FEET (1486.46 SQUARE METERS), 0.37 ACRES MORE OR LESS.

6. 33-26-19-0010-00000-00F0 Carpenter's Run WTP
1501 Cypress Creek Rd.

TRACT "F" AS SHOWN ON A CERTAIN PLAT OF CARPENTER'S RUN PHASE ONE WHICH IS RECORDED IN THE PUBLIC RECORDS OF PASCO COUNTY, PLAT BOOK 24, PAGES 122, 123 AND 124.

7. 36-26-18-0010-00A00-0000 Foxwood WTP
1240 County Line Rd.

TRACT A, WATER TREATMENT PLANT FOXWOOD SUBDIVISION PHASE "1", AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 117 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

8. 36-26-18-0010-00B00-0000* Foxwood STP/LS Site
1140 Foxwood Dr.

A portion of Tract "B" Sewage Treatment Plant Site, in Foxwood Phase 1, according to map or plat thereof as recorded in Plat Book 14, Page 113, Public Records of Pasco County, Florida and being more particularly described as follows:

Commence at the Southwest Corner of the 20.00' Access Easement of Tract "B" Sewage Treatment Plant Site also being the Northwest Corner of Lot 15, Block 1 of Foxwood Subdivision Phase "2", Plat Book 15, Page 99, Pasco County, Florida; Thence S 90°00'00" E along the South Boundary line of said 20.00' Access Easement, a distance of 195 feet to a Point of Beginning; Thence S 00°00'00" E 10.00 feet; Thence S 90°00'00" E a distance of 25.00 feet; Thence N 00°00'00" E a distance of 30.00 feet; Thence S 90°00'00" W a distance of 25 feet; Thence S 00°00'00" E a distance of 20 feet to the Point of Beginning.

9. 33-26-19-0040-01400-0050

Twin Palms WTP
1532 Twin Palms Dr.

LOT 5, BLOCK 14, TURTLE LAKES, UNIT FOUR, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGES 83-85, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

10. 36-26-18-0000-02500-0020

Cypress Cove II WTP
21514 Lagoon Dr.

For a point of reference, commence at the Southwest corner of Lot 14 of Foxwood Subdivision, Phase "4", as per map or plat thereof recorded in Plat Book 18, Pages 5 through 10, inclusive, of the Public Records of Pasco County, Florida; said point being on the South boundary of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 26 South, Range 18 East, Pasco County, Florida. Run thence S. 89 deg. 52'47" W., along the S. boundary of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 36, a distance of 135.00 feet for a point of beginning, continue thence S. 89 deg. 52'47" W., along the South boundary of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 36, a distance of 119.09 feet; thence North 05 deg. 06' 34" E., a distance of 68.25 feet; thence N. 34 deg. 21' 04" E., a distance of 70.79 feet to a point on a curve to the left having a radius of 150.00 feet; thence 78.13 feet along the arc of said curve through a central angle of 29 deg. 50' 39" a chord bearing and distance of South 70 deg. 34' 16" E., 77.25 feet to a point on said curve thence S 00 deg. 07' 13" E., a distance of 100.48 feet to the point of beginning.

11. 36-26-18-0000-02500-0012*

Cypress Cove WTP 2nd Well Site)
21514 Lagoon Dr.

For a Point of Reference, commence at the Southwest corner of Lot 14 of Foxwood Subdivision, Phase "4" as map or plat thereof recorded in Plat Book 18, page 5 through 10, inclusive, of the Public Records of Pasco County, Florida; said point being on the South boundary of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of East, Pasco County, Florida; thence N00°07'13" W, along the west boundary line of said Lot 14, a distance of 100.00 feet to the Northwest corner of said Lot 14 also being the **Point of Beginning**; thence N89°55'05"W, a distance of 135.01 feet to a point of curvature; thence Northwesterly 78.13 feet along the arc of a curve to the right, said curve having a radius of 150.00 feet, a central angle of 29°50'39", and a chord bearing and distance of N70°34'16" W 77.25 feet; thence S34°23'04" W a distance of 70.79 feet; thence N30°45'15" W., a distance of 38.48 feet; thence N03°42'46" E., a distance of 191.22 feet; thence S88°16'19" E., a distance of 70.21 feet; thence S01°43'41" W., a distance of 88.03 feet to a point of curvature; thence southeasterly 80.15 feet along the arc of a curve to the left said curve having a radius of 50.00 feet, a central angle of 91°50'54", and a chord bearing and distance of S44°11'46" E. 71.84 feet to the Point of Tangent; thence N89°52'47" E., a distance of 250.50 feet; thence S00°07'13" E., a distance of 50.00 feet; thence S89°52'47" W, a distance of 113.11 feet to the **Point of Beginning**.

12. 28-26-19-0000-00300-0010*

Terra Bella Lift Station
2614 Calvano Dr.

A parcel of land lying within Section 28, Township 26 South, Range 19 East, Pasco County, Florida being more particularly described as follows:

For a Point of Reference Commence at the Southeast corner of the West $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 28; thence along the East boundary of the West $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 28, N00°32'05" E a distance of 603.89 feet; thence N89°28'38" W a distance of 102.84 feet; thence S51°11'05" W, a distance of 45.15 feet to a non-tangent point of curvature; thence Northwesterly 7.57 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet, a central angle of 04°20'14", and a chord bearing and distance of N45°15'34"W 7.57 feet to the Point of Beginning; thence Northwesterly 12.06 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet, a central angle of 06°54'45", and a chord bearing and distance of N50°53'03"W, 12.06 feet; thence N42°30'14"E, a distance of 25.51 feet; thence N45°52'07"W a distance of 6.93 feet; thence N41°43'56"E, a distance of 33.43 feet; thence S48°32'09"E, a distance of 24.66 feet; thence 41°45'04"W, a distance of 33.67 feet; thence N50°06'22"W, a distance of 6.05 feet; thence S41°40'36"W, a distance of 25.03 feet to the Point of Beginning.

13. 26-26-18-0030-00000-0220

Linda Lakes WWTP
2206 Karen Dr.

LOT 22 OF LINDA LAKE GROVES according to map or plat thereof as recorded in Plat Book 12 on Pages 83 through 86, inclusive, of the Public Records of Pasco County, Florida.

PARADISE LAKES UTILITY, LLC.

<u>Parcel No.:</u>	<u>Description</u>
14. 35-26-18-0120-00000-0040	Paradise Palms WTP

LOT 4, PARADISE PALMS, A CONDOMINIUM

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 18 EAST IN PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, RUN THENCE N88°48'04"W A DISTANCE OF 35.50 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35; THENCE N00°18'59"W A DISTANCE OF 240.00 FEET TO THE SOUTHEAST CORNER OF PROPOSED PARADISE PALMS, A CONDOMINIUM; THENCE N88°43'44"W OF THE SOUTH BOUNDARY THEREOF A DISTANCE OF 39.85 FEET TO THE SOUTHEAST CORNER OF LOT 4 OF PROPOSED PARADISE PALMS, A CONDOMINIUM, FOR A POINT OF BEGINNING. THENCE CONTINUE ON STATED SOUTH BOUNDARY OF PROPOSED PARADISE PALMS, A CONDOMINIUM, N88°43'44"W A DISTANCE OF 67.26 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY OF PROPOSED PARADISE PALMS, A CONDOMINIUM, N21°40'10"W A DISTANCE OF 85.92 FEET TO THE SOUTH BOUNDARY OF PROPOSED PARADISE PALMS COURT; THENCE ON STATED SOUTH BOUNDARY OF PARADISE PALMS COURT THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) S85°05'35"E A DISTANCE OF 25.80 FEET; (2) N89°57'18"E A DISTANCE OF 9.95 FEET; (3) S01°11'56"W A DISTANCE OF 10.78 FEET; & (4) N88°48'04"E A DISTANCE OF 21.37 FEET; DEPARTING SAID SOUTH BOUNDARY OF PROPOSED PARADISE PALMS COURT, THENCE CONTINUE N88°48'04"E A DISTANCE OF 18.67 FEET; THENCE S18°45'43"E A DISTANCE OF 73.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,035.5 SQUARE FEET, MORE OR LESS (0.116 ACRES, M.O.L.)

EXHIBIT "B"**EASEMENTS****MAD HATTER UTILITY, INC.**

Grantor	Grantee	Book/Page
Diane and Thomas R. Cardina	Mad Hatter Utility, Inc.	1286/1114
James A. Myers	Mad Hatter Utility, Inc.	1286/1116
Larry Delucenay	Mad Hatter Utility, Inc.	1433/974
DMT Assoc. Inc.	Mad Hatter Utility, Inc.	1529/187
DMT Assoc. Inc.	Mad Hatter Utility, Inc.	1529/190
Richard V. Dunn, Glen J. McConnell	Mad Hatter Utility, Inc.	1529/193
DMT Assoc. Inc., Richard V. Dunn, Glen J. McConnell	Mad Hatter Utility, Inc.	1529/196
DMT Assoc. Inc., Richard V. Dunn, Glen J. McConnell	Mad Hatter Utility, Inc.	1529/199
DMT Assoc. Inc., First Florida Banks, LLC	Mad Hatter Utility, Inc.	1579/607
Florida Health Facilities, Inc.	Mad Hatter Utility, Inc.	1783/1890
Jerry R. and Mary E. Burnette	Mad Hatter Utility, Inc.	2009/1174
Twin Lakes Investors LP	Mad Hatter Utility, Inc.	2063/1278
Old Republic	Mad Hatter Utility, Inc.	4382/226
Pasco County Land Trust	Mad Hatter Utility, Inc.	4423/1770
Berton and Isabel Thomas	Mad Hatter Utility, Inc.	4782/1940
Berton and Isabel Thomas	Mad Hatter Utility, Inc.	4782/1944
Freemarr Homes	Mad Hatter Utility, Inc.	6072/763
Sports One, Inc.	Mad Hatter Utility, Inc.	6927/376
Wal-mart Stores East, LP	Mad Hatter Utility, Inc.	7985/35
Florida Department of Transportation	Mad Hatter Utility, Inc.	4388/1520
Platted Easements		
Address	Description	
1722 Lake Heron Drive	Lake Heron Lift Station Site	PB 34/79
1140 Foxwood Drive	20-foot Access Easement	PB 14/113
1338 Foxwood Drive/Eastwood	Eastwood Life Station Site	PB 18/10
1623 Cypress Creek Road	Carpenter's Run Well #2	PB 24/123
1630 Baker Road	Carpenter's Run Lift Station Site	PB 24/123
1619 U.S. Highway 41	Lift Station Site	
21440 Carson/Raden Drive	Lift Station Site	

1258 Foggy Ridge Parkway	Lift Station Site	PB 18/72
1130 Windsor Way	Lift Station Site	PB 25/114
1342 Waterwood Drive (Woodridge Subdivision)	Lift Station Site	
2306 Balsam Court (Twin Lakes Subdivision)	Lift Station Site	PB 27/27
1938 Highland Oaks Blvd. (Highland Oaks Subdivision)	Lift Station Site	PB 48/97
1430 Oak Grove Blvd.	Lift Station Site #1 (School)	
1143 Cypress Creek Road	Lift Station Site #3	PB 50/103
Oak Grove Blvd.	Future Scata Site	
2002 Karen Drive	Linda Lakes WTP	PB 12/83-86

PARADISE LAKES UTILITY, LLC

Grantor	Grantee	Book/Page
Paradise Lakes, Inc.	Paradise Lakes Utility, LLC	6169/1946
Paradise Lakes, Inc. and Paradise Lakes Resort Cond.	Paradise Lakes Utility, Ltd.	1426/388
	Paradise Lakes Utility, Ltd.	1431/827
<u>Platted Easements</u>		
Paradise Lakes, Inc.	Plat – Paradise Lakes Individual Site Condominium	PB 20/76
	1901 Brinson Road (Main Lift Station Site)	
	1901 Brinson Road (Lift Station Site)	
	1901 Brinson Road (Lift Station Site)	

The Easements also include all other easements not here listed which are used by Seller for the construction, placement, operation, and maintenance of the Utility System, whether conveyed by separate easement, plat, or other document. In addition, the Easements shall include an easement from Mad Hatter Utility, Inc. to the FGUA for access to pipes running underneath a parcel of property to be retained by Mad Hatter Utility, Inc. and having the tax parcel identification #25-26-18-0000-07900-0140.

EXHIBIT "C"

TANGIBLE PERSONAL UTILITY PROPERTY

Water Systems

Paradise Lakes Utility, LLC

The Paradise Lakes .110 MGD Water Treatment Plant, 1901 Brinson Road at lot 4 of the Palms, including but not limited to:

- Deep Wells #1, #2;
- All water treatment equipment;
- 1- 10,000 gallon water storage tank;
- All pumps and pumping equipment (1 main lift station, 1 lift station at Island Condos, 1 lift station Fountain Condos);
- All supply mains;
- All transmission and distribution mains;
- All in-service valves;
- All in-service meters and meter installations;
- All service connections
- 1- Auxiliary propane power generator with "Auto Start-Up";
- Structures and Improvements.

Mad Hatter Utility, Inc.

Linda Lakes WTP, 2002 Karen Drive;

Western System: Cypress Cove II WTP, 21514 Lagoon Drive; Foxwood WTP, 1140 County Line Road;

Eastern System: Carpenters Run WTP, 1623 Cypress Cove Road; Twin Palms WTP at 1532 Twin Palms Drive and S.R 54 WTP at 23731 S.R. 54,

including but not limited to:

- 9 Deep Wells (Eastern System – 5, Western System - 3, Linda Lakes 1);
- All water treatment equipment;
- All fire hydrants in Eastern and Western Systems;
- All pumps and pumping equipment;
- All supply mains;
- All transmission and distribution mains;
- All valves;
- All meters and meter installations;
- All service connections;
- Structures and improvements;

Auxiliary power generators and, alternatively, stand-by engines:

Turtle Lakes Twin Palms WTP – 90KW diesel 3 phase generator with "Auto Start-Up" and stand-by propane engine;

Carpenters Run WTP -- 67 HP Diesel engine;

Foxwood WTP & Cypress Cove WTP – each have 37-40 HP stand-by propane engines.

Other Combined Water System assets include:

- 1 - 20,000 gallon Hydro Tank
- 7 - 10,000 gallon Hydro Tank
- 1 - 5,000 gallon Hydro Tank
- 2 - 5,000 gallon concrete Ground Storage tanks at Linda Lakes
- 2 - High Service Pumps at Linda Lakes

Wastewater Systems

Linda Lakes .02 mgd Wastewater Treatment Plant, 2206 Karen Drive, including but not limited to:

All wastewater treatment plant equipment and facilities;

Structures and improvements;

2 - .31 acre Percolation/Evaporation ponds;

Other Tangible Personal Property associated with the Eastern, Western, Linda Lakes and Paradise Lakes wastewater collection systems including but not limited to:

Force mains;

Gravity mains;

Manholes;

Laterals;

22 lift stations;

All Irrigation/Reuse distribution, mains, lines, valves and other equipment;

All In-Service Meters and Meter installations.

And, pursuant to the Agreement of Purchase and Sale, all other tangible in use plant, equipment and property installations owned by Seller and in use primarily in connection with the existing Utility System operation, as well as all inventory owned by Seller on the Closing Date, including but not limited to water meters, meter boxes, valve boxes, valves, fittings, poly tubing, construction meters and small diameter tapping saddles.

EXHIBIT "D"

GOVERNMENTAL AUTHORIZATIONS

1. Florida Public Service Commission Certificate Number 340-W
Mad Hatter Utility, Inc.
2. Florida Public Service Commission Certificate Number 297-S
Mad Hatter Utility, Inc.
3. Florida Public Service Commission Certificate Number 458-W
Paradise Lakes Utility, L.L.C.
4. Florida Public Service Commission Certificate 392-S
Paradise Lakes Utility, L.L.C.
5. Southwest Florida Water Management District Water Use Permit Number 20
000590.009 – dated August 2011
Mad Hatter Utility, Inc.
6. Southwest Florida Water Management District Water Use Permit Number
6223.02
Paradise Lakes Utility, L.L.C.
7. Public Water System DEP Identification Numbers
Mad Hatter Utility, Inc. – Pasco County
 - Eastern System

Carpenter's Run	#651 2064
Turtle Lakes	#651 2064
SR 54	#651 2064
 - Western System

Cypress Cove II	#651 0620
Foxwood	#651 0620
 - Linda Lakes

Linda Lakes	#651 1076
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- Paradise Lakes Utility, LLC – Pasco County

Paradise Lakes (Resort)	#651 4545
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8. Domestic Wastewater Facility Permit Number: FLA 012791
New June 2011
Linda Lakes Wastewater Treatment Facility

EXHIBIT "E"

Developer Agreements

Mad Hatter Utility, Inc.

K&B Flagship, LLC – Dated November 2, 2007 - Terrabella Commercial

SLV Terrabella, LLC - Dated February 5, 2010 – Terrabella Residential

FMC, LLC – Dated August 21, 2009 – Terrabella

WAL-MART STORES EAST, LP – Dated October 23, 2008 – Commercial

EXHIBIT "F"

CONTRACTS & LEASES

Mad Hatter Utility, Inc.

1. U.S. Water Services Corporation – Wastewater Plant Operation Services Agreement dated September 1, 2004.
2. Pasco Testing, Inc. – Water Treatment Plant Operation Services Agreement.
3. Pasco County, Florida – Bulk Wastewater Treatment Agreement dated February 11, 1992, as amended by that Settlement Agreement between Mad Hatter Utility, Inc., and Pasco County, Florida dated October 8, 2002.

Note: Assignment of this Agreement requires the express permission of the County, which shall not be unreasonably withheld.

4. CSX Transportation, Inc. – Longitudinal Occupation of 539 Feet and 2 Water Pipeline Crossings Located at Land O'Lakes, in Pasco County, FL dated May 14, 1986, as amended April 30, 2002.

Paradise Lakes Utility, LLC

1. Bulk Wastewater Treatment Agreement between Paradise Lakes Utilities, Ltd., and Pasco County, Florida, dated November 7, 1995.
2. First Amendment – Bulk Wastewater Treatment Agreement between Paradise Lakes, Inc., and Pasco County, Florida, dated October 2, 2001.
3. Pasco Testing, Inc., Water Treatment Plant Operation Services Agreement.

EXHIBIT "G"

EXCLUDED ASSETS

1. All assets located in Hillsborough County, Florida;
2. Cash, accounts receivable (except as provided in Article 3.c.), bank accounts, deposits maintained by Seller with any governmental authority, utility deposits by Seller, and any prepaid expenses of Seller, including any prepaid agency fees, which are Seller's sole property as of the Closing Date;
3. All payments received by Seller prior to Closing including, all connection charges received prior to Closing; all meter fees collected prior to closing for installed meters; and all administrative fees, if any, for review of project plans, permitting, etc, related to CIAC collected prior to Closing;
4. The Mad Hatter Office Building, office equipment, furniture and computers;
5. The name and Florida corporation known as Mad Hatter Utility, Inc.;
6. The name and Florida limited liability company known as Paradise Lakes Utility, LLC;
7. Mad Hatter Utility, Inc. email address;
8. All corporate records, minute books, stock records and corporate seals;
9. Any equity and debt securities of any nature;
10. All insurance policies and rights thereunder;
11. Records that Seller is required by law to retain in its possession;
12. All claims for refunds of taxes and other governmental charges of whatever nature;
13. All escrow and other Seller provisions for payment of federal and state taxes and other obligations to governmental entities, including regulatory assessment fees, which shall be Seller's responsibility to pay through the Closing Date;
14. All rolling stock and tools, if any;
15. All cell phones, telephones, telephone numbers and/or lines;
16. All rights in connection with and assets of any Employee Benefit Plans;
17. Janice's vehicle, 2008 Toyota Sequoia;

18. Larry's Truck, 2002 Toyota Tacoma;
19. All equipment purchased or owned by DeLucenay Construction or Sunshine Utility Equipment stored on property utilized by the Utilities;
20. Any personal property of Larry or Janice DeLucenay stored or kept on property utilized by the Utilities, including but not limited to Larry DeLucenay's safe collection;
21. The following Real Property:

07-26-19-0000-00500-0020	Vacant residential – Unimproved
25-26-18-0000-07900-0120	One story office (Site of Mad Hatter offices)
29-26-19-0000-00100-0050	Unimproved parcel
29-26-19-0000-00100-0071	Unimproved parcel
29-26-19-0000-01600-0000	Unimproved parcel
25-26-18-0000-07900-0140	Right-of-Way (Shopping Center)
36-26-18-0010-00B00-0000 (Less and except the Foxwood lift station site conveyed to the FGUA, as described in Exhibit "A")	
36-26-18-0000-02500-0012 (Less and except the Cypress Cove well # 2 site conveyed to the FGUA, as described in Exhibit "A")	
28-26-19-0000-00300-0010 (Less and except the Terra Bella lift station site conveyed to the FGUA, as describe in Exhibit "A")	
All real property situated in Hillsborough County	
22. Any other items otherwise excluded under the Agreement for Purchase and Sale.

EXHIBIT "H"

PENDING LEGAL ACTIONS

NONE

EXHIBIT "I"

ENVIRONMENTAL NOTICES

NONE

EXHIBIT "J"

SURVEYS

SEE ATTACHED

EXHIBIT "K"

FORM OF SERIES 2012 SUBORDINATE BOND

THIS SERIES 2012 SUBORDINATE BOND MAY ONLY BE TRANSFERRED TO A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED UNDER RULE 144A PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO THE SECURITIES AND EXCHANGE ACT OF 1934, AS AMENDED (THE "SECURITIES ACT") OR AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT.

\$5,000,000

**UNITED STATES OF AMERICA
STATE OF FLORIDA
FLORIDA GOVERNMENTAL UTILITY AUTHORITY
UTILITY REVENUE SUBORDINATE BOND
(CONSOLIDATED UTILITY SYSTEM),
SERIES 2012**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
4.0%	June 1, 2024	June __, 2012	34281P__

Registered Owner: CEDE & CO.

Principal Amount: FIVE MILLION AND NO/100 DOLLARS

Florida Governmental Utility Authority, a legal entity and public body duly created and existing under the Constitution and laws of the State of Florida (the "Authority"), for value received, hereby promises to pay, solely from the funds hereinafter described, to the Registered Owner identified above, or registered assigns as hereinafter provided, the Principal Amount identified above, and to pay interest on the unpaid balance of such Principal Amount from the Date of Original Issue identified above or from the most recent payment date to which interest has been paid at the Interest Rate per annum set forth and described in the hereinafter defined Resolution on June 1

and December 1 of each year commencing December 1, 2012 until such Principal Amount shall have been paid. The payment of interest on December 1, 2012, may be reduced in accordance with the provisions of the Acquisition Agreement permitting an offset for aged accounts receivable which are still uncollected 120 days after the Date of Original Issue indicated above. The principal of this Series 2012 Subordinate Bond shall be payable commencing June 1, 2020 and annually thereafter in accordance with the Amortization Installment schedule below, through and including June 1, 2024, on which date all unpaid principal and interest due shall be due and payable in full:

<u>Year</u> <u>(June 1)</u>	<u>Amount</u>
2020	\$1,000,000
2021	1,000,000
2022	1,000,000
2023	1,000,000
2024	1,000,000

Such Principal Amount and interest on this Series 2012 Subordinate Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Payment of each installment of principal and interest shall be made to the person in whose name this Series 2012 Subordinate Bond shall be registered on the registration books of the Authority, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each payment date and shall be paid by a check or draft of the Authority mailed to such Registered Owner at the address appearing on such registration books or, at the request and expense of such Registered Owner, by bank wire transfer for the account of such Holder; provided, that the Holder of the Series 2012 Subordinate Bond shall present and surrender the Series 2012 Subordinate Bond to the Authority for the final payment of the principal of the Series 2012 Subordinate Bond; and provided further, that the Registered Owner shall not credit payments against the Series 2012 Subordinate Bond until the Registered Owner has actual receipt of such payments.

This Series 2012 Subordinate Bond is issued for the principal purpose of acquiring, owning, and improving water distribution and wastewater collection facilities as more particularly described in that certain Resolution 2012-____, adopted by the Authority on May 17, 2012 (the "Resolution"). This Series 2012 Subordinate Bond is a duly authorized Series 2012 Subordinate Bond of the Authority designated as "Florida Governmental Utility Authority Utility Revenue Subordinate Bond (Consolidated Utility System), Series 2012 (the "Series 2012 Subordinate Bond"), issued in the aggregate

principal amount of \$5,000,000, pursuant to the provisions of Section 163.01(7)(g), Florida Statutes, an Interlocal Agreement Relating to the Establishment of the Florida Governmental Utility Authority, dated as of February 1, 1999, as amended and restated, and other applicable provisions of law (collectively, the "Act"), and pursuant to the Resolution, and subject to all the terms and conditions of the Resolution. Capitalized terms used but not defined herein shall have the meaning set forth in the Resolution.

This Series 2012 Subordinate Bond is solely and exclusively a special and limited obligation of the Authority payable solely from the Pledged Revenues. This Series 2012 Subordinate Bond shall not be deemed to constitute a general obligation debt of the Authority or the Authority Members or a pledge of the faith and credit of the Authority or any of the Authority Members, but such Series 2012 Subordinate Bond shall be payable solely from the Pledged Revenues in accordance with the terms of the Resolution and such pledge is subordinate in all respects to the lien of the Trust Estate enjoyed by the Senior Obligations (as such terms as defined in the Resolution). The issuance of the Series 2012 Subordinate Bond shall not directly or indirectly or contingently obligate the Authority or any of the Authority Members to levy or to pledge any form of ad valorem taxation whatsoever therefor. No Holder of any Series 2012 Subordinate Bond shall ever have the right to compel any such Series 2012 Subordinate Bond or the interest thereon or the right to enforce payment of such Series 2012 Subordinate Bond, or the interest thereon, against any property of the Authority or any of the Authority Members, nor shall such Series 2012 Subordinate Bond constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Authority or any of the Authority Members, except the Pledged Revenues in accordance with the terms of the Resolution.

This Series 2012 Subordinate Bond is not subject to redemption prior to maturity.

It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Series 2012 Subordinate Bond do exist, have happened and have been performed in due time, form and manner as required by the Act, and by the Constitution and laws of the State of Florida, and that the amount of this Series 2012 Subordinate Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Act, or by the Constitution and laws of the State of Florida.

IN WITNESS WHEREOF, FLORIDA GOVERNMENTAL UTILITY AUTHORITY has caused this Series 2012 Subordinate Bond to be executed in its name and on its behalf by the manual signature of its Chairman and its seal to be imprinted or reproduced hereon and attested by the manual signature of its Secretary, all as of the Date of Original Issue above.

**FLORIDA GOVERNMENTAL UTILITY
AUTHORITY**

(SEAL)

Chairman

ATTEST:

Secretary

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

(Name and Address of Assignee)

the within Series 2012 Subordinate Bond and does hereby irrevocably constitute and appoint _____ as attorneys to register the transfer of the said 2012 Subordinate Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within 2012 Subordinate Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

EXHIBIT "L"

DISCLOSURE LETTER AND TRUTH-IN BONDING STATEMENT

June __, 2012

Board of Directors of the Florida Governmental
Utility Authority

Board Members:

In connection with the purchase of the \$5,000,000 aggregate principal amount of Florida Governmental Utility Authority Utility Revenue Subordinate Bond (Consolidated Utility System), Series 2012 (the "Series 2012 Subordinate Bond") authorized to be issued by a resolution of the Florida Governmental Utility Authority (the "Authority") adopted on May 17, 2012 (the "Resolution"), the undersigned purchaser of the Series 2012 Subordinate Bond (the "Original Purchaser"), hereby acknowledges and represents that (1) the Original Purchaser is familiar with the Authority; (2) the Original Purchaser, as the prior owner of the Mad Hatter/Paradise Lakes Utility System, has available to it certain business and financial information about the Authority and the Mad Hatter/Paradise Lakes Utility System; (3) the Authority has made available to the Original Purchaser the opportunity to obtain additional information and to evaluate the merits and risks of an investment in the Series 2012 Subordinate Bond; and (4) the Original Purchaser has had the opportunity to ask questions of and receive answers from representatives of the Authority concerning the terms and conditions of the offering and the information supplied to the Original Purchaser.

The Original Purchaser acknowledges and represents that it has been advised that the Series 2012 Subordinate Bond has not been registered under the Securities Act of 1933, as amended, in reliance upon the exemption contained in Section 3(a)(2) thereof, and that the Authority is not presently registered under Section 12 of the Securities Exchange Act of 1934, as amended. The Original Purchaser, therefore, realizes that if and when the Original Purchaser wishes to resell the Note there may not be available current business and financial information about the Authority. Further, no trading market now exists for the Series 2012 Subordinate Bond. Accordingly, the Original Purchaser understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to the maturity of the Series 2012 Subordinate Bond

may not be possible or may be at a price below that which the Original Purchaser is paying for the Note.

It is understood that the Original Purchaser has undertaken to verify the accuracy, completeness and truth of any statements made concerning any of the material facts relating to this transaction, including information regarding the business and financial condition of the Authority. The Original Purchaser has conducted its own investigation to the extent it deemed necessary. The Original Purchaser has been offered an opportunity to have made available to it any and all such information it might request from the Authority. On this basis, it is agreed by acknowledgment of this letter that the Original Purchaser hereto is not relying on any party or person other than the Authority or its representatives to undertake the furnishing or verification of information relating to this transaction.

The Original Purchaser acknowledges that the Series 2012 Subordinate Bond is being purchased as part of a private placement of the Series 2012 Subordinate Bond negotiated directly between the Authority and representatives of the undersigned. Accordingly, no Official Statement or other disclosure document has been prepared in connection with the issuance of the Series 2012 Subordinate Bond and we hereby acknowledge that we have made our own independent examination of all facts and circumstances surrounding the Series 2012 Subordinate Bond and the financing and that no reliance has been placed on any findings by the Authority in the Resolution as to the ability of the Authority to meet its payment obligations so as to meet debt service on the Series 2012 Subordinate Bond or any other representations by anyone other than the Authority.

The Original Purchaser is purchasing the Series 2012 Subordinate Bond for investment purposes only and not with intent to distribute or resell the Series 2012 Subordinate Bond. The Original Purchaser hereby covenants that prior to any distribution or resale of the Series 2012 Subordinate Bond, it will at such time (1) cause an Official Statement or other disclosure document satisfactory to the Authority to be prepared at the Original Purchaser's expense appropriately setting forth all items of disclosure which may be required in any such distribution or resale, and (2) provide an opinion of an attorney or firm of attorneys, of nationally recognized standing in matters pertaining to securities law, addressed to the Authority and to the effect that the proposed redistribution or sale of the Series 2012 Subordinate Bond shall (a) be in compliance with the Securities Exchange Act of 1934, as amended, and (b) not require the Authority to register any security under the Securities Act of 1933, as amended, or to qualify any of the Authority's documents pursuant to the Trust Indenture Act of 1939, as amended.

The Original Purchaser further acknowledges and represents that (1) it is the only initial purchaser of the Series 2012 Subordinate Bond, (2) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the Series 2012 Subordinate Bond, and (3) it is not purchasing the Series 2012 Subordinate Bond for more than one account or with a view to distributing the Series 2012 Subordinate Bond. The Original Purchaser acknowledges that the representations contained in this paragraph are being made in order to meet one of the exceptions to the continuing disclosure requirements set forth in Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

Pursuant to the provisions of Section 218.385, Florida Statutes, as amended, the Original Purchaser is providing the following information with respect to the purchase of the Note. The Original Purchaser represents to you as follows:

- (a) The nature and estimated amounts of expenses to be incurred by the Original Purchaser in connection with the issuance and sale of the Series 2012 Subordinate Bond are: \$0.
- (b) There are no "finders," as defined in Section 218.386, Florida Statutes, as amended, in connection with the issuance of the Series 2012 Subordinate Bond.
- (c) No discount or fee is expected to be realized by the Original Purchaser in connection with the issuance of the Series 2012 Subordinate Bond.
- (d) No management fee will be charged by the Original Purchaser in connection with the issuance of the Series 2012 Subordinate Bond.
- (e) No other fee, bonus or other compensation will be paid by the Original Purchaser in connection with the issuance of the Series 2012 Subordinate Bond to any person not regularly employed or retained by the Original Purchaser (including a "finder" as defined in Section 218.386, Florida Statutes).
- (f) The name and address of the Original Purchaser is:

Mad Hatter Utility, Inc.
2348 Raden Drive
Land O' Lakes, Florida 34639

- (g) The Authority is proposing to issue \$5,000,000 of the Series 2012 Subordinate Bond for the principal purpose of financing a portion of the cost of the acquisition of the Mad Hatter/Paradise Lakes Utility System (as defined in the Resolution). The Series 2012 Subordinate Bond is expected to be repaid over a period of approximately 12 years. At an assumed interest rate of 4.0%, total interest paid over the life of the Series 2012 Subordinate Bond will be \$_____. The expected source of repayment for the Note are Net Revenues of the Utility System proceeds. Authorizing the Series 2012 Subordinate Bond will result in approximately \$_____ of such Net Revenues being expended each year to pay debt service on the Series 2012 Subordinate Bond and such amount will not be available to pay for other services of the Authority.

Very truly yours,

MAD HATTER UTILITY, INC.

By: _____
Authorized Signatory