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December 21, 2006

HAND DELIVERY

Ms. Blanca Bayo
Commission Clerk and Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RECEIVED-FPSC
06 DEC 21 PM 3:48
COMMISSION
CLERK

Re: Docket No.: 060820 WS; Application for Authority to Transfer Majority
Organizational Control of MSM Utilities, LLC, and Certificates 611-W and 527-S
to Sun River Utilities, Inc.
Our File No.: 41069.02

Dear Ms. Bayo:

Enclosed for filing are the original and fifteen (15) copies of the Application for
Authority to Transfer Majority Organizational Control of MSM Utilities, LLC, and
Certificates 611-W and 527-S to Sun River Utilities, Inc., along with a check in the
amount of \$1,000 which I believe to be the appropriate filing fee.

Should you have any questions regarding the enclosed, please do not hesitate to
give me a call.


Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check:
SGG

Very truly yours,

ROBERT C. BRANNAN
For the Firm

Cc: Mr. A.A. Reeves (w/enclosures)
Mr. Ben Maltese (w/enclosures)

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
11676 DEC 21 06
FPSC-COMMISSION CLERK

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**IN RE: Application for Authority
To Transfer Majority Organizational
Control of MSM UTILITIES, LLC, and
Certificates 611-W and 527-S
In Charlotte County to
SUN RIVER UTILITIES, INC.**

Docket No. 060820-WS

**APPLICATION OF SUN RIVER UTILITIES, INC.
FOR AUTHORITY TO TRANSFER MAJORITY ORGANIZATIONAL
CONTROL OF MSM UTILITIES, LLC**

SUN RIVER UTILITIES, INC. (hereinafter referred to as "SRUI" or "Buyer") by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code, and Section 367.071, Fla. Stat., files this Application for authority to transfer Certificate Nos. 611-W and 527-S currently held by MSM UTILITIES, LLC. ("Seller") to Buyer. In support of this Application, Seller states:

1. On Friday, December 8, 2006, MSM Utilities, LLC, a Florida limited liability company, and Sun River Utilities, Inc., a Florida corporation, entered into an agreement which provides, among other matters, that the Buyer will purchase all of the member interests of Seller (Agreement). The Agreement specifically provides that it is

DOCUMENT NUMBER-DATE

11676 DEC 21 06

FPSC-COMMISSION CLERK

subject to Commission approval. Closing of the sale is anticipated to occur early in January 2007. Upon receipt of Commission approval, MSM Utilities, LLC will be merged into Buyer and the name of the utility will be changed to Sun River Utilities, Inc.

2. The name and address of the Seller is:

**MSM Utilities, LLC
9696 Bonita Beach Road #210
Bonita Springs, Florida 34135**

3. The complete name and address of the Buyer is:

**Sun River Utilities, Inc.
5660 Bayshore Road, Suite 36
North Fort Myers, Florida 33917**

4. The name, address and telephone number of the person to contact concerning this Application is:

**Robert C. Brannan, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, FL 32301**

**Telephone: (850) 877-6555
Facsimile: (850) 656-4029
rbrannan@rsbattorneys.com**

5. Buyer is a Florida corporation authorized to do business in

Florida on December 7, 2006.

6. The names and addresses of all of the Buyer's corporate officers and directors are provided on Exhibit "A".

7. Buyer owns no other water or wastewater utilities in Florida. However, Buyer is a wholly-owned subsidiary of North Fort Myers Utility, Inc. which holds Certificates from this Commission to operate water and wastewater systems in Lee County, Florida.

8. A copy of the Purchase Agreement, which includes the purchase price, terms of payment, and a list of the assets purchased and liabilities assumed and not assumed is attached hereto as Exhibit "B". The attached Exhibit "B" is submitted without its exhibits. Seller does not hold any customer deposits to be transferred to Buyer. This purchase is scheduled to closed on January 5, 2007.

9. The purchase was financed with equity from the Buyer's corporate grandparent, Old Bridge Park Corporation.

10. The transfer of majority organizational control of Seller to Buyer is in the public interest for the following reasons:

Seller is owned by several individuals and a trust that no longer have any interest in the continued ownership or development of Seller.

Buyer is a wholly-owned subsidiary of North Fort Myers Utility, Inc. (“NFMU”). NFMU is a regulated public utility with approximately 29 years of experience in the water and wastewater industry. NFMU currently owns and operates a wastewater collection, transmission, treatment, and effluent disposal system, and a water supply, treatment, transmission, and distribution system currently servicing approximately 17,500 wastewater equivalent residential connections in residential, commercial, and recreational vehicle developments in North Fort Myers, Florida. NFMU serves significantly fewer water customers, all residential.

With respect to the Buyer’s technical and financial ability, NFMU has both the regulatory experience and financial wherewithal to ensure consistent compliance with environmental regulations. NFMU’s experience, through its SRUI subsidiary, in operating water and wastewater utilities will provide depth to its customers on both a day-to-day basis as well as during emergencies. NFMU has operated its wastewater utility in Florida under the regulation of this Commission since 1978 and NFMU is in good standing with the

Commission with regard to both its water and wastewater systems.

Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters. For these reasons, it is in the public interest to grant approval of the transfer to Buyer.

11. After reasonable investigation, the Buyer has determined that the utility system operated by the Seller appears to be in satisfactory condition and in substantial compliance with all applicable standards set by the Florida Department of Environmental Protection (DEP).

12. The water and wastewater plants are located on real property owned by Waterfront Homes of Charlotte, LLC, and were leased to Seller's predecessor, Rivers Edge Utilities, LLC for 99 years commencing August 28, 2003 ("Lease"). A Memorandum of Lease was recorded in Official Records Book 02307, Page 0331 of the Public Records of Charlotte County, Florida. Attached as Composite Exhibit "C" is a copy of the original Lease and the executed Assignment of Lease. On December 15, 2004, Seller assumed the Lease. Attached

as Exhibit "D" is a copy of the Assignment and Assumption of Lease as recorded in Official Records Book 02605, pages 1199-1205 of the Public Records of Charlotte County, Florida.

13. All outstanding regulatory assessment fees due for the year ended December 31, 2006 will be paid by Seller. Seller will be responsible for payment of all regulatory assessment fees through Closing. Buyer will be responsible for payment of all regulatory assessments fees due for revenues received from the date of Closing forward. No fines or refunds are owed.

14. The change in ownership of the member interests will result in no changes in the Tariff.

15. Copies of Original Water Certificate Number 611-W and Wastewater Certificate 527-S are attached as Exhibit "E".

16. An Affidavit that the actual notice of the Application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030(5), Florida Administrative Code, will be filed as Late Filed Exhibit "F".

17. An Affidavit that actual notice of the Application was given to the each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030(6), Florida Administrative Code, will be filed as Late Filed Exhibit "G".

18. An Affidavit that the notice of the Application was published once in a newspaper of general circulation in the applicable territories in accordance with Rule 25-30.030(7), Florida Administrative Code, will be filed as Late Filed Exhibit "H".

19. The existing capacity of the water and wastewater systems can serve between 201 and 500 ERC's. Pursuant to Rule 25-30.020(2)(c), Florida Administrative Code, the appropriate filing fee is \$1,000.00 and is attached hereto.

Respectfully submitted on this
21st day of December, 2006,
by:

ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Telephone: (850) 877-6555
Facsimile: (850) 656-4029

By: 
ROBERT C. BRANNAN

EXHIBITS:

A: Buyer's Shareholders, Officers and Directors

B: Purchase and Sale Agreement

C: Lease

D: Assignment and Assumption of Lease

E: Certificates

F: Affidavit of Notice to Entities

G: Affidavit of Notice to Customers

H: Affidavit of Newspaper Notice

AFFIDAVIT

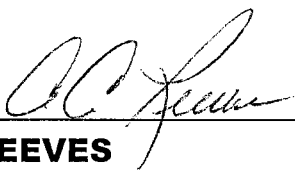
STATE OF FLORIDA

COUNTY OF LEE

I, A. A. REEVES, do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.


FURTHER AFFIANT SAYETH NAUGHT.

Dated 12-20-, 2006.



A. A. REEVES
Vice President/Utility Director

Sworn to and subscribed before me this ^{20th} ~~20th~~ **day of December, 2006, by A. A. REEVES, who is personally known to me** ~~or who provided as identification.~~

 Patricia E. Honse
My Commission DD199118
Expires March 31, 2007

Print Name: Patricia E. Honse
NOTARY PUBLIC Patricia E. Honse
My Commission Expires: 3/31/07

EXHIBIT "A"

Shareholders, Officers and Directors of Buyer

Shareholder:

**The sole shareholder of the Buyer is North Fort Myers Utility, Inc.
5660 Bayshore Road, Suite 36
North Fort Myers, Florida 33017**

Officers/Directors:

**Joel Schenkman- President & CEO/Chairman of the Board
10800 Lakeshore Drive
Coral Gables, Florida 33156**

**A. A. Reeves – Vice President/Utility Director
5660 Bayshore Road, Suite 36
North Fort Myers, Florida 33017**

**Randy Schenkman- Secretary/Treasurer/Director
10800 Lakeshore Drive
Coral Gables, Florida 33156**

**JoAnn Boley- Assistant Secretary/Treasurer
5660 Bayshore Road, Suite 36
North Fort Myers, Florida 33017**

EXHIBIT "B"

PURCHASE AGREEMENT

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is entered into as of December 8, 2006 by and between SUN RIVER UTILITIES, INC., a Florida corporation (the "Buyer"), MSM UTILITIES, LLC, a Florida limited liability company ("MSM"), and the members of MSM who are signatory hereto (the "Members"), and MSM LAND INVESTMENTS, LLC, a Florida limited liability company ("MSMLI").

RECITALS

A. Whereas, the MSM members are the owners of all of the member interest of MSM;
and

B. Whereas, Buyer desires to purchase all of the MSM member interest from the MSM members; and

C. Whereas, the members of MSM desire to sell to Buyer all of their member interest in MSM;

D. Whereas, MSM would not agree to such sale unless it was ensured by Buyer that MSM's related development company MSMLI, a beneficiary of all post-sale covenants of Buyer in this Agreement, would have timely and adequate water and wastewater treatment capacity to develop its future development projects. MSMLI's post-sale participation is the sole purpose of its being a party to this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained herein and the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

AGREEMENT

1.1 **Delivery, Purchase and Sale of the Member Interest.** Upon the terms and subject to the conditions of this Agreement, at the Closing, the Members hereby agree to sell, convey, transfer, assign and deliver to the Buyer, and the Buyer hereby agrees to purchase from the Members, all of the Member interest.

2. PURCHASE PRICE, PAYMENT & OTHER RELATED TERMS.

2.1 Purchase Price.

2.1.1 **Purchase Price.** The Purchase Price is four hundred thousand dollars (\$400,000.00), subject to an upward adjustment as described in Paragraph 2.2 (said amount as it may

be adjusted under paragraphs 2.2 and 3.1 referred to as the "Purchase Price"). The Purchase Price shall be paid and payable at and as a condition to Closing by immediately available funds and as the Members may direct.

2.1.2 **Distribution of Purchase Price.** The Purchase Price shall be paid at and through Closing to the Members in proportion to the member interest that each member owns as set forth in Exhibit "A".

2.2 **Adjustment of the Purchase Price After Closing For Additional Service Connections.** MSM shall prepare and deliver to Buyer just prior to Closing a schedule that accurately sets forth the total number of active service connections of MSM as of the end of the month prior to Closing, and attach it as Exhibit 2.2 ("Schedule"). The Purchase Price shall be adjusted for any increase in the total number of new service connections occurring within the certificated territory existing as of the date of Closing, over the number of service connections in the Schedule, by six hundred dollars (\$600) per additional service connection ("Purchase Price Adjustment"); provided, however, that the total number of additional service connections shall be limited to either: (1) one thousand two hundred (1,200) connections; or (2) ten years from the date of closing, whichever occurs first. Each additional service connection shall be considered a deferred dividend paid on an annual basis. The future annual amounts of such dividends are unknown at this time.

2.2.1 Buyer shall not refuse, defer or delay agreement to requests for new service connections to avoid or delay the Purchase Price Adjustment. Buyer shall act reasonably in preservation and expansion of utility capacity to accommodate new service connections.

2.2.2 Buyer shall allow MSMLI access to all records relating to requests for new service connections, receipt and calculation of Purchase Price Adjustment.

2.3 **Excluded Land.** The Buyer agrees that the 9.59+acres of land specifically described as follows are excluded from this Agreement and sale, and shall be transferred by MSM to MSMLI prior to Closing.

- a. ID # 00709710004004; 1780 Stoneybrook; 2.5 AC
- b. ID # 0070966-000700-9; 1810 Stoneybrook; 4.09 AC
- c. ID 00709660002003; Palm Shores Blvd., Eastside of RR Tracks, 3.0 AC

2.4 **Well Locations.** MSMLI may wish to relocate the location of the existing MSM potable water wells for land development purposes. Buyer agrees to such relocations and shall cooperate in such relocation as long as MSMLI pays all costs for such relocations.

2.5 Covenant to Timely Service. Buyer covenants and agrees that MSMLI and its development projects (specified as follows), shall receive timely and sufficient utility service from Buyer, including fire flows. MSMLI shall pay the PSC-approved fee for said capacity, and shall otherwise construct its own onsite utility mains and service lines to connect to Buyer's utility as provided in Buyer's PSC-approved service availability policy and developer agreement, however, Buyer shall provide all water and wastewater mains, lift stations and other appurtenances necessary to connect the MSM existing customers and the property of the future MSMLI projects below to Buyer's utility systems once such systems are relocated from their present sites. It is understood that Buyer shall finish the ongoing minor expansions to both the existing water and wastewater treatment plants with the on-site equipment and supplemental appurtenances. With this Agreement, Buyer reserves all capacity for MSMLI's projects below, and shall not sell, transfer or otherwise hypothecate the water and/or wastewater utility capacity necessary to provide service to the following projects without Buyer providing sufficient replacement capacity to serve the following projects in a timely and sufficient manner as provided herein when requested by MSMLI. When MSMLI wishes to schedule use of the reserved capacity or any part of it, Buyer and MSMLI shall enter into a developer agreement (or agreements) in compliance with PSC rules as to the price and manner of service.

- 2.5.1 28 units in The Estates on Peace River
- 2.5.2 625 units plus ancillary units (marina; clubhouse, etc) for the Harbor Club Development
- 2.5.3 125 units for the Duncan/US 17 development.

2.6 All accounts payable to MSM as of the date of Closing shall be paid to MSM at Closing as an adjustment to Purchase Price.

2.7 MSMLI reserves the right, and Buyer hereby consents, to the assignment of the water and wastewater capacity reserved above so long as such assignment is in connection with the sale of the underlying land associated with the above-referenced projects.

3. THE CLOSING.

3.1 **Liabilities of the Company.** Buyer shall assume at Closing all operational and non-financial liabilities or obligations of MSM. All indebtedness of MSM for borrowed money (including accrued interest) shall have been paid by MSM at Closing. In the event that Buyer discovers that outstanding undisclosed liabilities after Closing, the post-closing adjustments to the purchase price for new connections will be adjusted downward accordingly.

3.2 **Termination of Qualified Plans.** The Members shall furnish the Buyer with certified copies of resolutions, duly adopted, terminating all Qualified Plans effective as of the first business day immediately preceding the Closing Date, in form reasonably acceptable to the Buyer.

3.3 **"Closing Date".** Subject to the provisions contained elsewhere in this

Agreement, the closing ("Closing") of the transactions contemplated herein shall take place at a location in Florida mutually agreed upon by Buyer and MSM, during regular business hours, on the 5th day of January, 2007 ("Closing Date") with an Effective Date of January 1, 2007. Notwithstanding the foregoing, Buyer and MSM shall deliver to Law Offices of Scott M. Ketchum, P.A. ("Escrow Agent") on December 8, 2006 all executed documents and Purchase Price necessary and contemplated hereby to close the transaction. Such funds and documents shall be held in escrow until the Closing Date, at which time Escrow Agent shall disburse the Purchase Price to the MSM members as provided herein, disburse the interest on Purchase Price accruing during the period between when the funds were escrowed and January 5th to the Buyer, and disburse the documents to the relevant parties and close the transaction. At such time that escrow is broken, Buyer shall commence operation of the former MSM facilities.

3.4 Closing Obligations of the Buyer. The obligations of the Buyer to consummate the transactions contemplated by this Agreement are subject, at the option of the Buyer to the occurrence or waiver of the following conditions:

3.4.1 Resolutions of MSM. MSM and the signatory members shall furnish the Buyer with certified copies of resolutions duly adopted by the Members of MSM authorizing the execution, delivery and performance of this Agreement; and

3.4.2 Corporate Documents. MSM shall deliver to the Buyer (i) certified copies of the Articles of Organization and (ii) Certificates of Good Standing from the State of Florida.

3.5 Update of Information. All documents, agreements, instruments, statements or other writings furnished by MSM to Buyer in connection with and pursuant to this Agreement are and shall be true, correct and complete in all material respects as of the date of such documents, agreements, instruments, statements or other writings. At all times prior to and including the Closing Date, MSM shall promptly provide to Buyer and its representatives with written notification of any event, occurrence or other information of any kind whatsoever of which MSM is aware, which materially affects, or would materially affect, the continued truth, correctness or completeness of any representation, warranty, covenant or agreement made in this Agreement or of any document, agreement, instrument, certificate or writing furnished to the Buyer by MSM pursuant to and in connection with this Agreement, based upon the actual knowledge of the MSM or its Members. In furtherance thereof, immediately prior to the Closing Date, MSM shall prepare and deliver to Buyer updates of such information as may be necessary in order to satisfy the provisions of this condition.

4. CERTAIN DELIVERIES AS CONDITIONS TO CLOSING.

4.1 Deliveries by MSM. The following must be delivered to or for Buyer as a condition to Closing, each of which, if delivered, shall be delivered upon, as part of and subject to a consummated Closing on the Closing Date:

4.1.1 The (i) Certificates (or affidavits of lost certificates in lieu thereof satisfactory to Buyer) representing the Member interest with warranty from each member as to his interest that he is authorized and empowered to transfer same and that same are then free and clear of all liens, security interests, claims, restrictions and encumbrances, duly endorsed in blank for transfer or accompanied by duly executed member interest powers in blank or assignments to Buyer. A specimen form of such power, assignment and warranties is attached as Exhibit 4.1.1 ("Transfer Documents"); (ii) resignations conditioned and effective upon Closing of the officers, directors and/or managers of MSM; (iii) the Articles of Organization and Operating Agreement, as amended to date, minute books, corporate seals, and member interest transfer books of MSM; (iv) the Certificate regarding Warranties and Representations described in Section 9.2; (v) other items as specified herein to be delivered by or from MSM as a Condition to Closing.

4.2 **Deliveries by Buyer.** The following must have been delivered to MSM as a condition to Closing, each of which, if delivered, to be delivered upon, as part of and subject to a consummated Closing on the Closing Date:

4.2.1 (i) the Purchase Price as provided in paragraph 2; and (ii) other items as specified herein to be delivered by or from Buyer as a condition to Closing.

5. REPRESENTATIONS AND WARRANTIES FOR BENEFIT OF BUYER.

5.1 **Limitations.** The representations and warranties given to or for benefit of Buyer under or in connection with this Agreement shall survive Closing and be actionable for a period no later than one (1) year after Closing; except with regard to tax matters, in which case the representations and warranties shall be actionable for a period equal to the applicable statute of limitations under the laws of the State of Florida and the limitations periods applicable to filings before the Federal Internal Revenue Service. Any litigation for breach of representation or warranty may not be initiated until after Closing; and, if litigation is against any selling member for any matter other than breach of those warranties given by the member in his Transfer Document, it must also be against all selling member and only for joint liability in proportion to their representative member interest in the Purchase Price and for recovery of actual monetary damages reasonably incurred by Buyer as a direct, foreseeable and immediate result of the material breach thereof. Damages shall not be recoverable for breach of any representation or warranty to the extent Buyer was aware or should have been aware of the inaccuracy thereof prior to Closing. There shall be no joint and several liability, and the total liability of any member shall in no event exceed that portion of the Purchase Price paid for his member interest.

Subject to the foregoing and any other provision which qualifies any warranty and representation to or in favor of Buyer, MSM, but none of the other signatories hereof, represent and warrant, respectively, the following, but only on the basis and to the extent of its own actual knowledge and belief:

5.1.1 Organization and Standing. MSM is a limited liability company duly organized and validly existing under the laws of Florida. MSM is in good standing, has necessary corporate power and authority to carry on its business, is qualified to do business, and is entitled to own or lease its properties. The only State in which MSM currently conducts business is Florida.

5.1.2 Member Unit Description and Capitalization. Recitals A and B are incorporated herein as warranties. All of the outstanding member interest of MSM has been duly authorized, has been validly issued, are fully paid and non-assessable; there are no outstanding and exercisable options or warrants relating to the member interest of MSM, and no securities convertible into or exchangeable for any of the member interest. There will be no restrictions imposed by MSM on the transfer of the Member interest at Closing in accordance with the terms of this Agreement.

5.1.3 Articles of Organization and Operating Agreement. The performance of this Agreement in accordance with its terms will not violate the Articles of Organization or Operating Agreement of MSM.

5.1.4 Corporate Books and Records. Concurrent with the execution hereof the Member interest Registers, Articles of Organization, as amended, and the Operating Agreement, as amended, minute book(s), and all other corporate records of MSM shall be made available to Buyer for review and investigation. The minute book(s) and member interest registers of MSM is correct, complete, and current in all material respects and fairly reflect the corporate actions taken by the member, directors and/or managing members.

5.1.5 Authority and Consents. The transaction described in this Agreement is conditioned upon and subject to approval by the PSC pursuant to Section 367.071, Florida Statutes, and (ii) the members, Directors, and/or managers of MSM.

5.1.6 No Conflicts. Subject to obtaining the consents described in Section 5.1.5, the execution and delivery of this Agreement will not result in either (i) a breach, constitute a default, or constitute an event which with notice and lapse of time MSM would be in default, under any agreement or instrument to which MSM is a party or by which MSM is bound, or result in the creation of any lien, security interest, charge or encumbrance upon any property, lease, indenture, or other agreement of MSM, or (ii) in the loss or adverse modification of any license, franchise, or other authorization granted to or otherwise held by MSM.

5.1.7 No Defaults. MSM is not in default, or but for a requirement that notice be given or that a period of time elapse or both, would be in default, under any contract, agreement, lease or other instrument to which MSM is a party or by which its properties are bound. Neither MSM nor the signatory members hereto, have knowledge of any default in any obligation to be performed by any party to any material contract to which MSM is a party or by which its properties are bound.

5.1.8 **Full Disclosure.** There is no fact known to MSM which materially and adversely affects, or in the future would materially and adversely affect the business, operations, cash flows, affairs, prospects, properties or assets or the condition (financial or otherwise) of its business which has not been disclosed in this Agreement, or in the documents, instruments, agreements, papers or other written statements or certificates furnished to Buyer for use in connection with this Agreement and the transactions contemplated hereby. No representation, warranty or covenant of MSM contained in this Agreement, or any other written statement or certificate delivered by MSM or the member signatories hereto pursuant to this Agreement or in connection with the transactions contemplated herein, contains or will contain any statement of material fact known by MSM to be untrue, or will intentionally omit to state a material fact necessary to make the statements contained herein or therein not misleading.

5.2 **Financial Matters.**

5.2.1 **Financial Statements.** Buyer has received, or will receive prior to Closing, for review and investigation copies of the audited Balance Sheets and related Statements of Income and Retained Earnings, of Cash Flows and of Member Interest Equity of MSM for every year requested including the fiscal years ended December 31, 2004 and 2005 and the unaudited year-to-date financial statements for 2006 (collectively, the "Financial Statements"). The Financial Statements (i) were prepared by the Companies' accountants in accordance with the Companies' respective books and records; (ii) present fairly, in all material respects, the financial position, the results of operations and cash flows of MSM, as of and for the respective periods indicated. MSM at Closing will not own any member interest or any other equity interest in any other corporation, association or business entity and they are not parties to any joint venture or partnership agreements. There are no material liabilities, contingent or otherwise, of MSM not reflected in the Financial Statements which has not been specifically disclosed to Buyer in writing.

5.2.2 **Accounts Receivable.** The accounts receivable shown on the Financial Statements or acquired by MSM, after the date thereof and prior to the Closing Date, have been collected or are valid accounts receivable in the amounts as carried on the books of MSM.

5.2.3 **Tax Matters.**

5.2.3.1 **Tax Returns.** MSM has (i) timely filed all tax returns required to be filed; and (ii) paid all taxes shown to have become due pursuant to such tax returns. The copies of all tax returns provided Buyer are true and complete and have been prepared with deference to all applicable laws. MSM has timely filed all forms 1099 that are required to be filed and has accurately reported all information required to be included on such forms.

5.2.3.2 **Proposed Assessments and Audits.** MSM has not received notice of proposed assessments of taxes, or proposed adjustments to any tax returns or to the manner in which the taxes of MSM are determined; MSM has not received any currently effective notices

from any taxing authority of its intention to conduct an audit or examination; MSM has not received notice of deficiency or proposed notice deficiency resulting from any tax audits or examination.

5.2.3.3 Other Tax Matters. Neither MSM nor any other person acting on its behalf has ever (i) filed any consent agreement under section 341 (f) of the Code that has continuing effect; (ii) except as stated herein, executed a waiver or consent extending any statute of limitation for any tax liability that remains outstanding; (iii) joined in or been required to join in the filing of a consolidated or combined income tax return; (iv) been the subject of a closing agreement with any taxing authority that has continuing effect; or (v) been the subject of a tax ruling that has continuing effect, and MSM has not agreed to make nor is it required to make any adjustment under Section 481 of the Code by reason of a change in accounting method or otherwise; (vi), MSM does not own any interest in an entity characterized as a partnership for income tax purposes.

5.2.4 Bank Accounts and Authorized Persons. Exhibit 5.2.4, lists all banks or other financial institutions with which MSM has an account, line of credit, or safe deposit box, along with the names of persons authorized to act in connection therewith.

5.3 Leases. Exhibit 5.3, contains a brief description of each lease or sub-lease of real or personal property under which MSM is lessee or sub-lessee. Each of the leases listed in Exhibit 5.3, is in full force and effect and MSM is not in default.

5.4 List of Property and Equipment. Exhibit 5.4, contains a brief description of all significant and material real and personal property owned by MSM and which is necessary for the conduct of its business.

5.5 Licenses and Permits. MSM has all the required licenses and permits to conduct its businesses.

5.6 Operational Matters.

5.6.1 Contracts. Copies of all material contracts under which MSM is bound have been made available to or otherwise disclosed to Buyer.

5.6.2 Employees. MSM has no employees.

5.6.3 Employee Relations/Labor Agreements. MSM has complied with all its agreements relating to the employment of its employees to the extent legally required to do so. MSM is not a party to any collective bargaining agreement. There are not any material labor disputes at MSM's facilities, nor are there any pending unfair labor practices claims involving employees working at any of their facilities. MSM is not a party to any express or implied contract for the employment of any individual employee that cannot be terminated without penalty within

thirty (30) days. Further MSM is not a party to any collective bargaining agreement or other contract with any labor union.

5.6.4 Employee Benefits. MSM (i) has not incurred liability that subjects or any of their respective assets to liability under Section 4062, 4063, or 4064 of ERISA; (ii) is, or within seven years immediately preceding the date of this Agreement was, required to contribute to any multi employer plan, within the meaning of Section 4001 (a) (3) of ERISA, or (iii) has incurred any withdrawal liability, within the meaning of Section 4201 of ERISA to any multi employer pension plan which liability has not been fully paid as of the date hereof. AERISA@ as used in this Agreement shall refer to the Employee Retirement Income Security Act of 1974.

5.6.5 Insurance. Exhibit 5.6.5, contains a list of all policies of fire, liability, and other forms of insurance and all fidelity bonds held by MSM that are presently in effect.

5.7 Legal Matters.

5.7.1 Litigation. Except as noted in paragraph 9.3, there are no actions, suits, or other legal proceedings pending, filed and served against MSM at law, in equity or before any federal, state, municipal or other governmental department commission, board, bureau, agency, or instrumentality. MSM is not presently in default under any order, writ, injunction, or decree filed and served upon it by any federal, state, municipal court, or other governmental department, commission, board, bureau, agency, or instrumentality, nor is there any investigation by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality which is pending, filed and served against MSM.

5.8 Compliance with Environmental Laws.

Neither MSM, or its manager is aware of, or has received any written notice from any governmental authority having jurisdiction that MSM is in violation of applicable Environmental Laws. "Environmental Laws" means to the extent applicable and legally enforceable against MSM, as the case may be, valid laws, regulations, ordinances, codes, governmental orders, or decrees consented to by MSM, in effect at the time of the violation governing the emissions of, discharges of, or Releases of Hazardous Substances into the environment, governing the manufacture of, processing of, distribution of, use of, treatment of, storage of, disposal or transport of, or the handling of Hazardous Substances.

5.9 No Adverse Changes. Except as specifically disclosed to Buyer in writing or as set forth in the Financial Statements referred to paragraph 5.2.1 hereof, since December 31, 2005, there have been (a) no change in (i) the assets, liabilities or financial condition of MSM from that set forth in the Financial Statements or (ii) the condition (other than financial), or business of MSM, other than, with respect to clauses (i) and (ii) hereof, changes in the ordinary course of business, the effect of which changes has not caused, individually, or in the aggregate, a material adverse effect to MSM (b) no damage, destruction or loss, whether or not covered by insurance, having a material

adverse effect to MSM, (c) no labor dispute, other than routine grievances by individual employees, that has caused, individually, or in the aggregate, a material adverse effect on MSM, (d) no mortgage or pledge of any assets of MSM, (e) except line extension agreements, no contractual obligation entered into by MSM providing for the obligation of a party or parties thereto in the aggregate of \$25,000 or more, (f) no agreement by MSM to borrow money or incur or guarantee indebtedness, or (g) no notice received regarding the termination or cancellation of any contract to which MSM is a party. For purposes of this paragraph, the term "material adverse effect" shall mean a material adverse effect on the business, operations, prospects, properties or assets or in the condition (financial or otherwise) of MSM.

5.10 Title to Properties. MSM has good and marketable title to all of their real properties owned in fee, and good and merchantable title to all of their personal properties and assets reflected in the Financial Statements or purported to have been acquired after the date of the Financial Statements excepting, however, property and other assets, in the aggregate not material to MSM, sold or otherwise disposed of subsequent to such date in the ordinary course of business (or as agreed upon between the parties hereto) free of any mortgage, pledge, lien, charge, security interest or other encumbrance, subordination or adverse claim, except as reflected in the Financial Statements, or for such imperfections of title and encumbrances as do not individually or in the aggregate materially detract from the value of such property or impair the business or property of MSM. To the best of MSM's knowledge and belief, all utility lines are in dedicated rights of way or duly recorded utility easements. Except as set forth herein or in the exhibits hereto, MSM enjoys peaceful and undisturbed possession under all permits or leases under which they are operating, and all such leases are valid, subsisting and in full force and effect. MSM has not been advised of a breach of any such permit or lease and there is no basis for any such breach to be threatened.

5.11 Casualty Loss. If, between the date of this Agreement and the Closing, any of the property of the Seller shall be destroyed or damaged in whole or in part by fire, earthquake, flood, other casualty or any other cause, then the Seller shall use the proceeds of insurance in force to cause such properties to be repaired or replaced prior to the Closing with properties of substantially the same condition and function, or if such proceeds shall be inadequate for such purposes, either party may terminate this Agreement without liability of or to the other party.

5.12. Accurate and Complete Records. The books, ledgers, financial records and other records of MSM have been provided to Buyer and they:

- a. are, except as set forth in separate disclosure schedules attached hereto, in the possession of MSM;
- b. have been, in all material respects, maintained in accordance with all applicable laws, rules, and regulations; and
- c. are accurate and complete and do not contain or reflect any material discrepancies.

6. **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants the following to MSM and each signatory member hereof:

6.1 **Organization and Standing of Buyer.** Buyer is a corporation duly organized and existing and in good standing under the laws of the State of Florida and has full corporate power to carry on its business, to own and operate its properties and assets, and consummate the transactions contemplated by this Agreement.

6.2 **Authority and Consents.** Buyer has full power, capacity and authority to enter into and perform its obligations under the Agreement. The execution and delivery of this Agreement and the consummation of the transactions hereunder by Buyer have been, or, on or before December 8, 2006, will have been, duly authorized by all necessary corporate action of Buyer, and no further corporate authorization is or shall be necessary on the part of Buyer. This Agreement constitutes a legal, valid and binding obligation of Buyer enforceable in accordance with its terms.

6.3 **No Conflicts.** Subject to obtaining the consents described in paragraph 5.1.5, the execution, delivery, and performance of this Agreement will not (i) violate or result in default under any provision of the Articles of Incorporation or By-Laws of Buyer or any material commitment, indenture, license, or other obligation to which Buyer is a party; or (ii) contravene any law, rule, or regulation of any administrative agency or governmental body or any order, writ, injunction, or decree of any court, administrative agency, or governmental agency applicable to Buyer.

6.4 **Availability of Funds.** Buyer has available and will have available on the Closing Date sufficient funds to pay the Purchase Price and otherwise enable it to make the payments and consummate the transactions contemplated by this Agreement.

6.5 **Purchase for Investment Purposes.** Buyer acknowledges that the Member interest has not been registered or otherwise qualified under any applicable Securities Laws, including the Securities Act of 1933, as amended, or qualified or registered under any state securities law. Buyer is acquiring the Member interest solely for its own account and not as nominee or agent for any other person and not with a view to sell or otherwise distribute the Member interest.

7. **CONDUCT OF BUSINESS OPERATIONS.** The following shall also be conditions to Closing:

7.1. **Access to Premises and Information.**

7.1.1 **Availability of Documents and Review of Company Operations.** MSM shall have afforded and shall continue to afford Buyer and its counsel, accountants and other designated and authorized representatives up to and including the Closing Date, access to all the records at the office located at 1601 Hunter Creek Drive, Punta Gorda, properties, books, contracts, commitments, and records of or related to MSM and shall make available upon reasonable request to

such persons on a confidential basis all information (including financial and operating data) concerning MSM affairs as they reasonably may request, including the right to make copies and extracts of pertinent records, documents, and contracts, along with assistance in the examination.

In connection with the foregoing, the accountants of MSM shall furnish to Buyer any and all of their statements, working papers, and underlying records and data as Buyer may request prior to the Closing Date. MSM, and its manager shall cooperate with Buyers' accountants in any financial audits.

7.2 Conduct of Business in Normal Course. MSM shall carry on its business diligently and in substantially the same manner as has been carried on prior to this Agreement (i) maintain MSM's properties in good order and condition, reasonable wear and use excepted; (ii) maintain MSM's books, accounts, and records in the usual manner, on a basis consistent with prior years, and comply with all laws applicable to the conduct of their respective businesses. MSM may pay distributions previously declared on their Member interest, however, this provision shall not be construed so as to deplete ordinary and normal working capital requirements for MSM as an ongoing utility enterprise.

7.3 Preservation of Business and Relationships. MSM shall use its best efforts to preserve their present relationship with suppliers and customers.

7.4 Maintain Insurance. Except as otherwise disclosed to Buyer, MSM shall continue to carry existing insurance, subject to variations in amounts believed to be required by the ordinary operations of its business. If requested of Buyer and at Buyer's sole expense, the amount of insurance that MSM carries may be increased by such amount or amounts as Buyer shall specify.

7.5 New Transactions. Between date hereof and Closing, MSM (i) will not enter into any legally binding contract, commitment or transaction not in the usual and ordinary course of business without Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed, (ii) will not waive or compromise any right or claim, or cancel, without full payment, any note, loan or other such obligation without first informing Buyer, and (iii) will not modify, amend, cancel or terminate any of its significant and material contracts or agreements without promptly notifying Buyer.

7.6 Maintenance of Inventories. MSM shall maintain normal quantities of materials and supplies determined in accordance with its normal business practices.

7.7 Employees and Compensation. MSM shall apprise Buyer of any material increase in salaries payable or to be come payable to any officer or employee and of any material increase in benefits payable or to become payable to any officer or employee.

7.8 Notification of Changes. Between date hereof and Closing, MSM shall promptly notify Buyer in writing if they know individually or in the aggregate, of (i) any material

adverse change of the financial condition of MSM, (ii) any material adverse change in the method of conducting their respective operations, (iii) any material amount of property used in the business of MSM other than in the ordinary course of business, (iv) the institution of or the threat of institution of legal proceedings against MSM, (v) the occurrence of any event known to them that would result in any of the representations or warranties not being true in all material respects, or (vi) the inability or unwillingness of MSM or the owners of the Member interest to perform.

8. Regulatory and Other Transfers:

a. **PSC APPLICATION.** Buyer shall use its best and diligent efforts to obtain PSC authorization for the transfer of the Member interest to Buyer. MSM and Buyer shall cooperate with one another in preparing and filing such applications to the PSC as they may deem necessary or appropriate to obtain necessary PSC approval of the transactions contemplated by this Agreement. Buyer shall begin the application process promptly after execution of this Agreement and cause the Application to be reviewed and approved by MSM and filed as soon as possible thereafter. Buyer shall select legal counsel for the application process. All expenses related to such preparation, filing and approval shall be paid and borne by Buyer. In the event that, in spite of Buyer's best and diligent efforts the PSC refuses to accept such transfer, Buyer and MSM shall diligently attempt to unwind the transactions in this Agreement such that both parties are left in a position as near as possible to the position each held prior to these transactions.

b. **FDEP Permit Transfers.** Buyer shall prepare and pay all costs associated with transfer of any Florida Department of Environmental Protection ("FDEP") permits requiring transfer. MSM shall cooperate in such transfers.

c. **Other Transfers.** Buyer shall prepare and pay for all costs associated with the transfer of any other rights necessary to operate the utility facilities.

9. ADDITIONAL CONDITIONS TO ANY OBLIGATION TO CLOSE. After this Agreement is signed, Buyer, MSM and members will be expected and required to close only if each of the conditions set forth below or otherwise contained elsewhere herein has occurred on or before the Closing Date; however, any of these conditions may be waived as MSM and Buyer may agree in writing and proceed to close without such fulfillment.

9.1 **Compliance.** All the terms, covenants, and conditions of this Agreement to be respectively complied with and performed by Buyer, Signatory members, and MSM on or before the Closing Date shall have been fully complied with and performed.

9.2 **Delivery of Certificate.** The representations and warranties contained herein shall be true and correct on and as of the Closing Date with the same effect as though all such representations and warranties had been made as of the Closing Date. Notwithstanding the foregoing, upon and as a condition to closing, MSM shall sign and deliver to Buyer a Certificate affirming the representations and warranties contained in paragraph 5 and compliance with the

covenants in Paragraph 7, provided, however, if MSM is unable to do so, Buyer, shall accept as the only representations and warranties those, if any, MSM then makes or affirms as set forth in said Certificate, and proceed to immediately close, failing which this Agreement and the transaction(s) contemplated hereby shall automatically terminate with no party or other person affected thereby having any right, claim or recourse against another.

9.3 **Absence of Litigation.** Other than the PSC authorization, no action, suit or proceeding before any court or any governmental body or authority pertaining to the transactions contemplated by this Agreement or to their consummation shall have been instituted or threatened on or before the Closing Date.

9.4 **Compliance by Buyer.** All the terms, covenants, and conditions of this Agreement to be complied with and performed by Buyer on or before the Closing Date shall have been fully complied with and performed, including payment of the Purchase Price.

10. **FEES AND EXPENSES.**

10.1 **Professional Fees.** Each party shall be responsible for its legal, accounting, and other professional fees and costs that it incurs in connection with the preparation, execution, and closing of this Agreement. The parties hereto recognize and understand that such fees and costs will be incurred, and all statements for services rendered prior to the Closing hereof shall be satisfied by the appropriate party prior to Closing.

10.2 **Brokers.** Regardless of whether the Closing shall occur (i) MSM shall indemnify and hold harmless Buyer from and against any and all liabilities for any brokers or finders fees arising with respect to brokers or finders retained or engaged by any of them in respect to the transaction contemplated by this Agreement, and (ii) Buyer shall indemnify and hold harmless MSM from and against any and all liability for any brokers or finders fees arising with respect to brokers or finders retained or engaged by Buyer in respect to the transactions contemplated by this Agreement.

11. **COOPERATION.** Buyer and MSM shall reasonably cooperate with each other in connection with all post-closing matters, including the preparation of tax returns and the conduct of any tax investigation, audit or other proceeding. Each party shall preserve all information, returns, records and documents relating to tax matters for a taxable period until the later of the expiration of all applicable statutes of limitation and extensions thereof, or the conclusion of all litigation with respect to taxes for such period.

12. **GENERAL COVENANTS, MATTERS AND CONDITIONS; TERMINATION.**

12.1 **Efforts to Satisfy Conditions.** MSM agrees to endeavor diligently and in good faith to satisfy all conditions specified in this Agreement for Buyer's benefit on or before the Closing Date and the timely Closing of the transactions described herein.

12.2 **Closing Establishes Satisfaction of Conditions.** Delivery of the Member interest to Buyer and payment and receipt of the Purchase Price by members shall conclusively establish that all conditions to Closing have satisfactorily occurred.

12.3 **Termination by Buyer.** Buyer shall have the right to terminate this Agreement without liability of or to any party by so notifying the Sellers at any time on or before December 4, 2006 if, in Buyer's sole discretion, the due diligence investigation of Buyer reveals any matter that in Buyer's sole discretion renders the proposed transaction unfeasible or unwarranted.

12.4 **Specific Performance.** Except where a default is the result of the refusal of a third party to grant or consent are required to be obtained pursuant to the terms of this Agreement, nothing herein shall be construed as relieving any party hereto from liability for damages to the other party for the breach of their obligation hereunder, or limiting Buyer's right to seek specific performance hereof. However, the Buyer's right of specific performance shall be limited to requiring delivery of the member interest of MSM. In the event Buyer seeks specific performance hereof, suit must be instituted within six (6) months of any alleged breach hereof, otherwise, such right of specific performance shall lapse. This provision shall not be construed in any way so as to limit Buyer's rights to seek damages or other legal remedies that may be available to it for breach of this Agreement.

13. **RECOVERY OF LITIGATION COSTS.** If any legal action is brought for the enforcement of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding as determined by the Court.

14. **MISCELLANEOUS.**

14.1 **Amendments.** This Agreement may be amended, supplemented, or interpreted at any time by a written instrument executed by the parties signatory hereto or by the party to be bound thereby.

14.2 **Number and Gender of Words.** When the context so requires in this Agreement, words of gender shall include either or both of the other genders and the singular number shall include the plural.

14.3 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14.4 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, which State shall have exclusive jurisdiction.

14.5 **Notices.** Any notice given pursuant to the provisions of this Agreement shall be deemed to be delivered five days after mailing by certified mail or upon receipt of overnight mail addressed as follows:

If to Buyer: Sun River Utilities Inc.
5660 Bayshore Road, Suite 36
North Fort Myers, Florida 33917
Attn: Tony Reeves

with a copy to: Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Attn: Robert C. Brannan, Esq.

If to Sellers: MSM Utilities, LLC
9696 Bonita Beach Road #210
Bonita Springs, Florida 34135
Attn: Ben J. Maltese

with a copy to: Law Offices of Scott M. Ketchum, P.A.
Goodlette Professional Center
692 Goodlette Road North
Naples, FL 34102
Attn: Scott M. Ketchum, Esq.

or to such other addresses as shall have specified by notice in writing in accordance with the terms of this paragraph.

14.6 **Assignment.** This Agreement shall not be assignable without the express written consent of all parties signatory hereto.

14.7 **Exhibits.** All exhibits, schedules, or other attachments mentioned in this Agreement shall be integral part thereof as and when same are signed and/or initialed and attached hereto.

14.8 **Further Assurances.** From time to time and at any time, at Buyer's request, whether on or after the Closing Date, and without further consideration, the parties shall, at no expense to the Buyer, and no expense or liability to MSM, execute and deliver such further documents and instruments of conveyance and transfer and shall take further reasonable actions as may be necessary or convenient, to transfer and convey to Buyer all of their right, title and interest in and to the member interest, free and clear of any and all liens, or as may otherwise be necessary or convenient to carry out the intent of this Agreement.

14.9 **Confidentiality.** Each party agrees that it will hold confidential the terms and conditions hereof subsequent to execution and prior to Closing, with the exception of any necessary filings with the Florida Public Service Commission.

14.10 **Partial Invalidity and Severability.** All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary to render this Agreement legal, valid and enforceable. If any term of this Agreement or part thereof, not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof, or part thereof, shall constitute their agreement with respect to the subject matter hereof and all such remaining terms, or parts thereof, shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

14.11 **Waiver.** Any term or condition of this Agreement may be waived at any time by the party which is entitled to benefit thereof, but only if such waiver is evidenced by a writing which is signed by such party.

14.12 **No Negotiations.** Prior to the Closing Date referenced in paragraph 3.2 hereof, or any earlier termination of this Agreement, each of the Sellers and the signatory hereof shall not encourage, solicit or engage in negotiations with any party concerning any sale of the Seller or any of its properties or any similar transaction.


14.13 **Survival.** All the terms, conditions and obligation set forth here shall survive the Closing unless specifically terminated in writing by both parties hereto.

14.14 **In Para Materia.** It is agreed by and between the parties hereto that all words, terms, and conditions herein contained are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

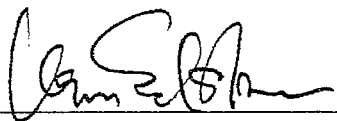
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

BUYER:

SUN RIVER UTILITIES INC.

By: 
A.A. Reeves
Its: Vice President

ATTESTED:


William Sundstrom

SELLER:

MSM UTILITIES, LLC

By: 
Ben J. Maltese
Its: Managing Member

MSMLI:

MSM LAND INVESTMENTS, LLC

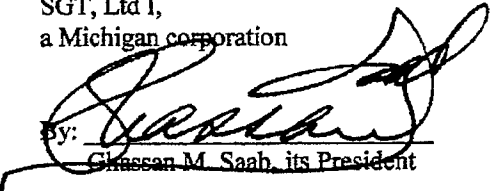
By: 
Ben J. Maltese
Its: Managing Member

MEMBERS:

Ben J. Maltese, Trustee of the Ben J. Maltese
Revocable Trust Dated 9/9/97

Gerald G. Mansour

SGT, Ltd I,
a Michigan corporation

By: 
Ghassan M. Saab, its President

Gerald J. Mansour

Khalil Saab, Trustee of the Khalil Saab
Revocable Trust Dated October 10, 1994

SELLER:

MSM UTILITIES, LLC

By: _____
Ben J. Maltese
Its: Managing Member

MSMLI:

MSM LAND INVESTMENTS, LLC

By: _____
Ben J. Maltese
Its: Managing Member

MEMBERS:

Ben J. Maltese, Trustee of the Ben J. Maltese
Revocable Trust Dated 9/9/97

Gerald G. Mansour

SGT, Ltd L,
a Michigan corporation

Gerald J. Mansour

By: _____
Ghassan M. Saab, its President



Khalil Saab, Trustee of the Khalil Saab
Revocable Trust Dated October 10, 1994

SELLER:

MSM UTILITIES, LLC

By: _____
Ben J. Maltese
Its: Managing Member

MSMLI:

MSM LAND INVESTMENTS, LLC

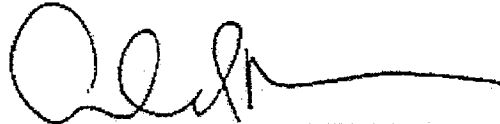
By: _____
Ben J. Maltese
Its: Managing Member

MEMBERS:

Ben J. Maltese, Trustee of the Ben J. Maltese
Revocable Trust Dated 9/9/97

Gerald J. Mansour

Khalil Saab, Trustee of the Khalil Saab
Revocable Trust Dated October 10, 1994




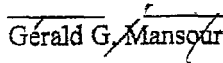
Gerald G. Mansour

SGT, Ltd I,
a Michigan corporation

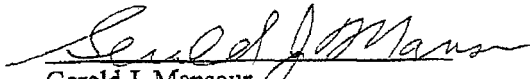
By: _____
Ghassan M. Saab, its President


MEMBERS:


Ben J. Maltese, Trustee of the Ben J. Maltese
Revocable Trust Dated 9/9/97


Gerald G. Mansour

SGT, Ltd I,
a Michigan corporation


Gerald J. Mansour

By: 
Ghassan M. Saab, its President

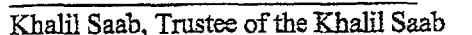

Khalil Saab, Trustee of the Khalil Saab
Revocable Trust Dated October 10, 1994

EXHIBIT "A"
MEMBERSHIP INTERESTS OF MSM UTILITIES, LLC

NAME	ADDRESS	INTEREST
Ben J. Maltese, Trustee of the Ben J. Maltese Revocable Trust Dated 9/9/97	9696 Bonita Beach Rd. #210 Naples, Florida 34135	30%
Gerald G. Mansour, Trustee Of the Gerald G. Mansour Revocable Trust Dated 11/18/91	5409 Gateway Centre Flint, Michigan 48507	15%
Gerald J. Mansour, Trustee of the Gerald J. Mansour Revocable Trust Dated 5/1/93	5409 Gateway Centre Flint, Michigan 48507	15%
SGT, Ltd. I, a Michigan corporation	3407 Torrey Road Flint, Michigan 48507	15%
Khalil Saab, Trustee of the Khalil Saab Revocable Trust Dated 10/10/94	3407 Torrey Road Flint, Michigan 48507	25%
Total		100%

EXHIBIT "C"

99-YEAR LEASE

file

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OLMSTED
& WILSON

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REC 55.50 Index 3.00

99-YEAR LEASE AGREEMENT
FOR
WATER AND WASTEWATER TREATMENT FACILITIES

This 99-Year Lease for water and wastewater treatment facilities (the "Lease") is made and entered into between Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust and Zola M. MacLachlan, Trustee of the Zola M. MacLachlan Revocable Trust (the "Lessor") and Rivers Edge Utilities, LLC (the Lessee), dated as of the 21st day of August, 2003.

RECITALS

1. Lessor is the owner of the real property in Charlotte County, Florida operated as The Oaks at Rivers Edge located at 1601 Hunter Creek Drive, Punta Gorda, Florida 33982.
2. Lessee is the owner of certain water facilities including a water treatment plant, two water wells, six storage tanks, a transmission and distribution system (the "Water Plant") and certain wastewater facilities including wastewater collection mains, transmission facilities, pumping stations, a treatment plant and disposal system (the "Wastewater Treatment Plant"). The Water Plant and the Wastewater Treatment Plant are sometimes hereafter collectively referred to as the "Systems". The Systems are located within the boundaries of the water and wastewater certificated area granted by the Florida Public Service Commission and service. Lessee's service area is more particularly described as Township 40 South, Range 23 East, Section 12, The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And The NW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And That portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch Creek. And The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And Township 40 South, Range 23 East, Section 11, All of Government Lot 5, lying South of Lee Branch Creek in Section 11, Township 40 South, Range 23 East. And The NE 1/4 of the SE 1/4 of Section 11, Township 40 South, Range 23 East, lying East of Hunters Creek.
3. The Leased Premises upon which the water and wastewater treatment facilities, the well, the effluent pond and the spray fields are located within The Oaks at Rivers Edge are more particularly described as the NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (WATER AND SEWER PLANT, Parcel I.D. Number 0070972-000100-6, 2.5 acres more or less);

THIS INSTRUMENT PREPARED BY
REGULATORY CONSULTANTS, INC.
C/O OLMSTED & WILSON, P.A.
18501 MURDOCK CIRCLE, SUITE 101
PORT CHARLOTTE, FL 33948

IMAGED
MC

12

7. The Parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Agreement.

ACCORDINGLY, for and in consideration of the sum of Ten (\$10.00) Dollars, the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **AGREEMENT TO LEASE.** Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases the Leased Premises exclusively to Lessee and Lessee does hereby hire and take the Leased Premises from Lessor.
2. **TERM.** To have and to hold for a term of ninety-nine (99) years, unless sooner terminated, as provided hereinbelow. The term of this lease shall commence on the date on which the last of the parties executes the Agreement below ("Effective Date") and shall expire ninety-nine (99) years from that date.
3. **RENTAL.** The rent reserved under this Agreement shall be as follows:
 - (a) Annual rental of \$3,600.00 per year, payable in equal monthly installments of \$300.00 per month, payable the first day of each month.
 - (b) The annual rental amounts in subparagraph (a) above shall increase based upon the Consumer Price Index (as hereinafter defined) commencing on the thirty-seventh (37) month from the date of this Agreement. Every three (3) years thereafter, rental amounts shall be increased to an amount equal to the increase in the Consumer Price Index which shall be determined every three (3) years and paid at the new rental rate adjusted by the cumulative increase over the prior three (3) years. "Consumer Price Index" shall mean the Consumer Price Index which is presently designed as the United States City Average for All Urban Consumers, All Items, with a base period equaling 100 in 1982-84. In the event the statistics are not available or in the event that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of an index chosen by Lessor as a comparable and recognized index of the purchasing power of the United States consumer dollar published the United States Department of Labor or other governmental agency.
 - (c) Real estate taxes (both ad valorem taxes and non ad valorem taxes) and special assessments, if any, shall be paid by Lessee.
 - (d) Personal property taxes on the Systems, and necessary license and occupational fees, insurance, repair, maintenance and compliance costs for the Systems shall be paid by Lessee.

4. **CONDITION OF PREMISES.** The Premises are leased subject to any and all conditions that an accurate examination of the Premises would disclose, Lessee agreeing to indemnify Lessor against any and all claims for personal injury or property damage to Lessee's property caused by any defects in the Premises.
5. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages, now encumbering the Premises, or which Lessor may at any time place against the Premises. Lessee agrees to execute such documents as may be requested by any mortgagee to evidence the subordination contained herein; provided, however, that as a condition of such subordination, the holder of such mortgage shall be required to agree with Lessee that, notwithstanding the foreclosure of such mortgage, Lessee's occupancy of the Premises shall not be disturbed so long as Lessee is not in default hereunder and attorns to such Mortgagee and agrees to perform all obligations owed to Lessor hereunder for the benefit of such Mortgagee.
6. **REPAIR OF PREMISES.** Lessee will keep the Premises in a clean and sanitary condition during the term of this Lease and any renewal terms, at Lessee's expense, and will comply with all governmental ordinances and directions of proper public officers in connection with such maintenance during the term of this Lease.
7. **NET LEASE.** It is the intent of Lessor and Lessee that this Lease be a "Triple Net Lease", meaning that Lessee shall be responsible for the payment of all insurance, utilities, repairs, maintenance, replacement, sales and use taxes, property taxes and charges and impositions relative to the Premises and/or Lessee's use and occupancy thereof, except that Lessee shall not be responsible for the payment of any mortgages or other liens placed upon the premises by Lessor nor for the payment of any income taxes of Lessor.
8. **ALTERATIONS BY LESSEE.** Lessor agrees that Lessee may make, at its own expense, any alterations, repairs, replacements or additions to the improvements on the Premises, provided:
 - (a) Lessee shall perform such alterations, repairs, replacements or additions, in accordance with the statutes, ordinances, rules, regulations and orders of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board of Fire Insurance Underwriters; and,
 - (b) The Premises shall at all times be kept free and clear of all mechanic's, materialmen's, labor or other liens or claims of liens, and Lessee agrees to indemnify and save harmless Lessor from all claims, demands and liability, including damage to person or property arising out of or in connection with any such work; and,

Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, expressed or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to the Premises or to any buildings or improvements thereon or to any part thereof. Pursuant to Florida Statute §713.10, it is the intent of the parties hereto that Lessor's interest in the Premises shall not be subject to any liens filed because of Lessee's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises.

9. **UTILITIES.** Lessee shall pay for all utility services supplied to the Premises for the benefit of Lessee and shall pay all charges for the collection of refuse from the Premises.
10. **LICENSES, FEES AND TAXES.** Lessee shall pay all state, county, municipal, occupational or other licenses, fees and taxes which may be imposed upon the business or occupation of Lessee conducted on or from the Premises and shall pay any tax imposed by the State of Florida on rentals. Lessee covenants to promptly pay when due all real property taxes and tangible personal property taxes relating to the Premises. If the term hereof shall end before rendition of a tax bill for such year, Lessee will pay to Lessor Lessee's pro-rata portion of such taxes based upon the assessments for the prior year.
11. **USE.** The Premises may be used for any and all legal purposes so long as such use does not change the character of the Premises. Except as hereinafter provided, Lessee shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances, in or upon, or connected with, Lessee's use of the Premises. Lessee will not permit the Premises to be used for any purpose or in any manner which would render the insurance thereon void.

In the event Lessee contaminates the Premises or any adjacent property with hazardous waste in connection with its use of the Premises, Lessee agrees to hold harmless and indemnify Lessor, and Lessor's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including attorneys' fees, paralegals' fees, legal assistants' fees and costs, and against all liability, losses and damages of any nature whatsoever, that Lessor may at any time sustain by reason of any such contamination.

12. **REPRESENTATIONS OF LESSOR.** Lessor represents that as of the Commencement Date, the Premises complies with all applicable laws, ordinances, statutes, regulations, orders, rules and restrictions relating thereto (the "Applicable Laws"), and that the Premises and the existing and prior uses thereof (including any uses by its former Lessees) has not prior to the Commencement Date and does not currently violate the provisions of any Applicable Laws relating thereto. If the Premises at any time fails to be in compliance with the Applicable Laws based upon the actions or inactions of Lessor prior to the Commencement Date, Lessee shall notify Lessor of such lack of compliance

and, within seven (7) days of such notice, Lessor shall take all necessary measures to bring the Premises into compliance with the Applicable Laws.

13. **INSURANCE.** At all times subsequent to the commencement date of the term of this Lease and during the full term, Lessee shall keep the Premises covered, at Lessee's sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance.

All insurance required to be maintained by Lessee shall be effected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in Florida and of recognized responsibility satisfactory to Lessor. Within fifteen (15) days after the commencement of the term of this Lease, Lessee shall promptly deliver to Lessor the original policies as specified above and within fifteen (15) days after the premium of each such policy shall become due and payable, such premium shall be paid by Lessee and Lessor shall be furnished with satisfactory evidence of such payment.

All policies of insurance required to be maintained by Lessee shall name Lessee and Lessor as the insureds as their respective interests may appear.

14. **DESTRUCTION BY CASUALTY.** In the event of damage or destruction to the Premises, or any portion thereof, by fire or other cause, Lessee shall have the option to repair or restore the same, as the case may be, at Lessee's expense, or to terminate this Lease. If termination is elected, the provisions of Section 29 hereof shall become applicable.
15. **CONDEMNATION.** In the event that any portion of the Premises or all of the Premises are taken under condemnation proceedings, or by sale under threat of condemnation, Lessee shall have no right to any portion of the condemnation award, except for Lessee's utility property (as discussed herein). If the portion of the Premises taken is such that Lessee is not materially affected in the conduct of Lessee's business, then this Lease shall continue in full force and effect with no abatement of the obligations of Lessee hereunder as though such property was not taken. If, on the other hand, the taking of a portion of the Premises is such as to materially affect the conduct of Lessee's business, then and in that event, Lessee shall have the right to terminate this Lease, subject to the provisions of an equitable abatement of rent hereunder.
16. **ENTRY UPON PREMISES.** Lessee agrees that Lessor may at any reasonable time or times during the business hours of Lessee, enter upon the Premises for the purpose of inspecting the same, or to make necessary repairs where Lessor is obligated to make such repairs or where Lessee is delinquent in making repairs it is obligated to make.
17. **ASSIGNMENTS AND SUBLETTING.** Lessee shall not sublet the Premises or assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld.

Notwithstanding anything stated above, Lessee shall at all times during the term hereof have the right without having to obtain Lessor's prior approval therefor to assign this Lease or to sublease all or any portion of the Premises to (i) any Affiliate (defined below) of Lessee, any successor entities or persons by virtue of merger, consolidation, liquidation, reorganization or other operation of law; (ii) to the purchaser (or an Affiliate of the purchaser) of any material portion of the assets of Lessee, or any portion of the business conducted by Lessee at the Premises (however, Lessee shall at all times remain responsible for the payment of the Rent hereunder); (iii) any partnership or joint venture in which Lessee or an Affiliate of Lessee is a partner or a joint venturer that actively participates in the business thereof; and (iv) any entity occupying space in the Premises principally for the purpose of providing services to Lessee or its Affiliates. As used in this Lease, the Term "Affiliate" shall mean (i) any person or entity controlling, controlled by or under common control with Lessee, or (ii) any person or entity controlling, controlled by or under common control with Lessee's parent or any subsidiary of any tier of Lessee's parent. "Control" as used herein means the power, directly or indirectly, to direct or cause the direction of the management and policies of the controlled person or entity. The ownership, directly or indirectly, of at least 51% of the voting securities of, or the possession of the right to vote in the ordinary direction of its affairs at least 51% of the voting interest in, any person or entity shall be presumed to constitute such control.

18. **COVENANTS AS TO BREACH AND REMEDIES.** In addition to default by Lessee in any of Lessee's promises or covenants hereunder, either, (a) the appointment of a receiver to take possession of all, or substantially all, of Lessee's property, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act, shall also constitute a breach of this Lease by Lessee.

In the event of breach of this Lease by Lessee, if Lessee has not cured such default within 14 days of Lessee's receipt of written notice from Lessor describing such default, or in the event of renunciation of this Lease by Lessee before the expiration of the term hereof, Lessor may:

- (a) Treat this Lease as terminated and resume possession of the Premises, having immediate right of reentry, and may remove all persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee; or
- (b) Lessor may retake possession of the Premises for the account of Lessee and relet the Premises; or,
- (c) Lessor may stand by and do nothing and shall have the right to sue Lessee for any sums or obligations due hereunder.

No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless written notice of such intention be given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction.

In the event Lessee defaults or breaches any of the terms, conditions or promises of Lessee herein contained, and Lessor is put to the necessity of employing an attorney in order to collect any sum or sums of money which may be due by reason of such default, or otherwise take such steps or legal action as may be necessary to enforce such terms, conditions or promises, then Lessee agrees to pay reasonable attorneys' fees, paralegals' fees, legal assistants' fees and court costs and expenses in connection therewith.

19. **PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS.** In the event Lessor shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of Lessee to perform one or more of the covenants herein contained to be kept and performed by Lessee, then in such event, the sum or sums so paid by Lessor, together with all interest, expense or obligations incurred by Lessor, shall be considered as additional rent and shall be due and payable from Lessee to Lessor.
20. **NOTICES.** All notices to be given to Lessee shall be given in writing, personally, or by depositing the same in the United States Mails, certified or registered, return receipt requested, postage prepaid and addressed to Lessee at 1601 Hunter Creek Drive, Punta Gorda, FL 33982. Notices and rental payments hereunder to be given to Lessor shall be given in a like manner and addressed to Lessor at 29000 Tamayo Drive, Punta Gorda, FL 33982 or such other address as Lessor shall hereafter designate in writing. Notice shall be deemed to have been given upon receipt if given by personal delivery or three (3) days after deposit in the mail if mailed.
21. **WAIVER.** In the event Lessor does not insist on a strict performance of any of the terms and conditions hereof, such shall not be deemed a waiver of the rights or remedies that Lessor shall have to insist upon strict performance of any such terms or conditions in the future or any other conditions and terms of this Lease.
22. **SUCCESSORS AND ASSIGNS.** The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.
23. **INVALIDITY OF ANY PROVISIONS.** If any term, covenant, condition or provision of this Lease shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby but shall remain in full force and effect.
24. **MISCELLANEOUS.** The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever

applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein.

25. **HAZARDOUS SUBSTANCES.** Lessee shall indemnify, protect and hold harmless Lessor and each of its respective subsidiaries from and against all costs and damages incurred by Lessor in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) the operations of the Lessee after the Commencement Date and (ii) the activities of third parties affiliated with Lessee or invited on the Premises by Lessee. Lessor shall indemnify, protect and hold harmless Lessee and each of its respective subsidiaries from and against all costs and damages incurred by Lessee in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) any activity or action by any party prior to the Commencement Date, (ii) the condition of the Premises prior to the Commencement Date, including any future manifestations of such conditions, or (iii) the activities of Lessor or the activities of any third party not affiliated with Lessee and not invited on the Premises by Lessee. Each party agrees that such party will promptly give written notice to the other party of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any hazardous substance or environmental law of which such party has actual notice.
26. **REQUIRED STATEMENT.** Florida Statute §404.056(7) requires the following statement to be included in this Lease: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may obtained from your county public health unit.
27. **WAIVER OF JURY TRIAL.** Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and/or claim of injury or damage.
28. **RELATIONSHIP OF THE PARTIES.** Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between Lessor and Lessee; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of Lessor and Lessee shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

29. **OBLIGATIONS OF LESSEE ON TERMINATION.** Lessee agrees that upon the termination of this Lease for whatever reason, either upon the completion of the term hereof or otherwise, it will, at its sole cost and expense, (i) cause the water and wastewater treatment plants situated on the Premises and all percolation ponds, drainfields and other components of the utility system situated on the Premises (but exclusive of lines and laterals which are underground) to be decommissioned in accordance with all applicable regulations of the Florida Department of Environmental Protection, Sarasota County and any other state or federal agency having jurisdiction; (ii) remove all equipment, fixtures and personalty from any structures on the Premises.
30. **QUIET ENJOYMENT.** Lessor covenants that it now has good title to the Premises, free and clear of all liens and encumbrances. Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.
31. **LIABILITY.**
- (a) Lessee shall be liable to Lessor for and shall indemnify and hold harmless Lessor and Lessor's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessee or Lessee's partners, venturers, directors, officers, agents, employees, or by any breach, violation or non-performance of any covenant of Lessee under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease by Lessor or Lessor's partners, venturers, directors, officers, agents, or employees. If any action or proceeding should be brought by or against Lessor in connection with any such liability or claim, Lessee, on notice from Lessor, shall defend such action or proceeding, at Lessee's expense, by or through attorneys reasonably satisfactory to Lessor.
- (b) Lessor shall be liable to Lessee for and shall indemnify and hold harmless Lessee and Lessee's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessor or Lessor's partners, venturers, directors, officers, agents, or employees, or by any breach, violation or non-performance of any covenant of Lessor under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this

GUARANTY OF PERFORMANCE

For valuable consideration, the undersigned irrevocably and unconditionally guarantees to Lessor the full, faithful and punctual performance by Lessee of all of Lessee's covenants and agreements contained in this Lease, or any extensions or renewals thereof, and agrees that any extensions, postponements, either of payment or enforcement, waivers, releases of any rights against any party, or releases of any security shall not affect the undersigned's absolute and unconditional liability hereunder. Demand, notice of default or of nonpayment, and all suretyship defenses whatsoever are hereby waived.

Dated, signed, sealed, and delivered as of the date set forth below.

WITNESSES: [Signature]
[Signature]

Zola MacLachlan and Janice Fader,
successor Trustees of the Ernest E.
MacLachlan Revocable Trust and
Zola M. MacLachlan, Trustee of the
Zola M. MacLachlan Revocable Trust

By: [Signature]
As its: [Signature]

Date of Execution: 8/28/03

BY: Janice Fader Trustee
JANICE FADER, TRUSTEE

WITNESSES: [Signature]
[Signature]

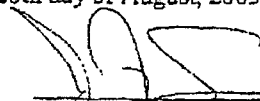
Rivers Edge Utilities, LLC
By: [Signature]
As its: Member/Manager

Date of Execution: 9/2/03

STATE OF FLORIDA
COUNTY OF CHARLOTTE

THE FOREGOING instrument was sworn to and subscribed before me this 28th day of August, 2003, by ZOLA M. MacLACHLAN, and JANICE FADER, successor Trustees of the ERNEST E. MacLACHLAN REVOABLE TRUST, and ZOLA M. MacLACHLAN, Trustee of the ZOLA M. MacLACHLAN REVOCABLE TRUST, to me personally known.

WITNESS my hand and seal this 28th day of August, 2003.



Notary Public




Ida Jaye Spencer
Commission # DD 025250
Expires June 25, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF CHARLOTTE

THE FOREGOING instrument was sworn to and subscribed before me this 2nd day of September, 2003, by JANICE FADER, as a Member/Manager of HUNTER CREEK UTILITIES, LLC., to me personally known.

WITNESS my hand and seal this 2nd day of September, 2003.



Notary Public



Ida Jaye Spencer
Commission # DD 025250
Expires June 25, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "D"

ASSIGNMENT AND ASSUMPTION OF LEASE

2/21
209
This instrument prepared
David E. Olmsted
Olmsted & Wilson, P.A.
17801 Murdock Circle, Suite A
Port Charlotte, FL 33948

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease, made as of the 15th day of December, 2004, by and between ZOLA'S FAMILY TRUST, L.P., a Pennsylvania limited partnership, successor to ZOLA M. MacLACHLAN and MARYLU FITZPATRICK, Trustees of the ZOLA M. MacLACHLAN REVOCABLE TRUST dated August 9, 1994, and ZOLA MacLACHLAN and JANICE FADER, successor Trustees of the ERNEST E. MacLACHLAN REVOCABLE TRUST dated August 9, 1994, ("Assignor") and WATERFRONT HOMES OF CHARLOTTE, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Land Contract, as Amended, whereby Assignor has agreed to sell and Assignee has agreed to purchase all of Assignor's right, title, and interest in and to a certain parcel of real estate located in Charlotte County, Florida ("the Premises"), as the same is more fully described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, a portion of said Premises is subject to a 99-Year Lease Agreement for Water and Wastewater Treatment Facilities dated September 5, 2003, (the "Lease"), said Lease having been recorded in Official Records Book 2307, Page 331, of the Public Records of Charlotte County, Florida; and,

WHEREAS, Assignor is the Lessor in said Lease, and wishes to assign its rights and obligations as Lessor to Assignee; and,

WHEREAS, simultaneously with the execution of this Assignment, the Lessee in said Lease, RIVERS EDGE UTILITIES, LLC, is assigning its interest to MSM UTILITIES, LLC, and the execution of this Agreement by Assignor and Assignee constitutes their consent to said assignment.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign all of Assignor's right, title, and interest as Lessor in and to the Lease subject to all encumbrances and restrictions effecting Assignor's interest in the Premises and in the Lease, and Assignee does hereby accept said assignment and agrees to be bound by, and to perform, all duties and obligations of Lessee under the terms and provisions of the Lease. Assignee releases Assignor from liability for all obligations under the Lease and indemnifies Assignor from all liability arising after the date hereof.

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 02605
PSS 1199-1205 (7 Pg(s))
FILE NUMBER 1310707
RECORDED 12/22/2004 04:46:19 PM
RECORDING FEES 61.00
INDEX FEES 4.00


IMAGED IN MURDOCK

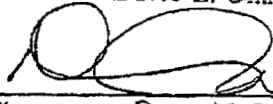
IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease under seal as of the day and year first above written.

Signed in the presence of:

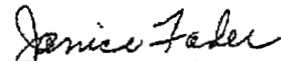
ZOLA'S FAMILY TRUST, L.P., a
Pennsylvania limited partnership


Witness: David E. Olmsted

By: 
MARYLU FITZPATRICK, General Partner


Witness: Diane M. Ricciardi

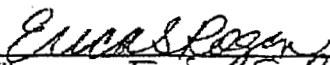

Witness: David E. Olmsted


JANICE FADER, Successor Trustee of
the ERNEST E. MacLACHLAN TRUST
dated 8/9/1994

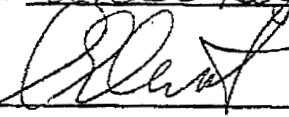

Witness: Diane M. Ricciardi

Signed in the presence of:

WATERFRONT HOMES OF
CHARLOTTE, LLC., A Florida
limited liability company

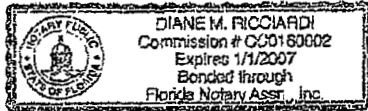

Witness: Erica S. Rogan


By: 
BEN J. MALTESE, Managing Partner


Witness: David E. Olmsted

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15th day of December, 2004, by MARYLU FITZPATRICK, as General Partner of ZOLA'S FAMILY TRUST, L.P., a Pennsylvania limited partnership, who is personally known to me, or who produced _____ as identification.

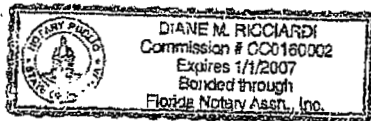





Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15th day of Dec, 2004, by JANICE FADER, successor Trustee of the ERNEST E. MacLACHLAN REVOCABLE TRUST, who is personally known to me, or who produced _____ as identification.





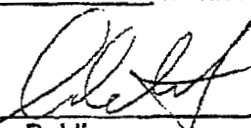
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15th day of December, 2004, by BEN J. MALTESE, Managing Partner of WATERFRONT HOMES OF CHARLOTTE, LLC., a Florida limited liability company, who is personally known to me, or who produced _____ as identification.



David E. Olmsted
MY COMMISSION # DD039966 EXPIRES
August 23, 2005
BONDED THRU TROY FAIR INSURANCE, INC.



Notary Public
My Commission Expires:

Signed in the presence of:

Janne E. Dempsey
Witness: Janne E. Dempsey

Zola MacLachlan
ZOLA MacLACHLAN, Successor
Trustee of the ERNEST E. MacLACHLAN
TRUST dated 8/9/1994

Lynette R. Malley
Witness: Lynette R. Malley

STATE OF PENNSYLVANIA
COUNTY OF WASHINGTON

The foregoing was acknowledged before me this 13th day of December, 2004, by ZOLA MacLACHLAN, successor Trustee of the ERNEST E. MacLACHLAN REVOCABLE TRUST, who is personally known to me, or ~~who produced~~ as identification.



Done C. Hamilton
Notary Public
My Commission Expires:
Notary Seal September 25, 2005

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Done C. Hamilton, Notary Public
North Franklin Twp., Washington County
My Commission Expires Sept. 25, 2005
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070972-000100-6).

AND

The Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070973-000000-6).

AND

The Northwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East, and that portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch, and all of government Lot 5, lying South of Lee Branch, Section 11, Township 40 South, Range 23 East, Charlotte County, Florida; LESS portion platted as Hunter Creek Village Phase I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (I.D. Nos. 0070873-000500-2, 00708893-001000-1, and 0070893-001500-6).

LESS AND EXCEPT:

All that tract or parcel of land lying in Government Lot 5, Section 11, and Government Lot 2, Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows: Commencing at the Southeast corner of Government Lot 2, Section 12, Township 40 South, Range 23 East, run North 0°14'00" East, 657.38 feet to a concrete monument; thence North 88°46'30" West, 329.75 feet to a concrete monument; said monument lying on the Northerly right-of-way line of the Florida Power and Light Company easement; thence North 85°35'12" West along the Northerly right-of-way line of Florida Power and Light Company, 980 feet to an iron pin and the Point of Beginning; thence continue North 85°35'12" West along said right-of-way line 353.00 feet, plus or minus, to its point of intersection with the mean high water line of Hunter Creek Village Phase I; thence in a Northeasterly direction following the meanderings of the mean high water line of Hunter Creek Village Phase I, 485.0 feet, plus or minus, to its point of intersection with a line running North 4°24'43" East, from the Point of Beginning; thence South 4°24'43" West, 322.00 feet, plus or minus, to an iron pin and the Point of Beginning; together with 10 feet along and adjacent to the Southerly boundary of said property; said 10 foot strip constituting a portion of the easement described in O.R. Book 372, Page 403, Public Records of Charlotte County, Florida.

AND LESS AND EXCEPT:

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND

Tract B, and that portion of Lake Quail, all as shown on the plat of HUNTER CREEK VILLAGE PHASE I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (Tax I.D. Nos. 0086591-000380-4 and 0086591-000384-0).

AND

Tract 3 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1573.36 feet for a Point of Beginning; thence continue North 03°04'30" East, 360.32 feet; thence North 88°25'30" West 606.14 feet; thence South 0°16'35" West 360.0 feet; thence South 88°25'30" East, 588.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000100-4).

AND

Tract 4 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1203.04 feet for a Point a Beginning; thence continue North 03°04'30" East, 370.32 feet; thence North 88°25'30" West, 588.45 feet; thence South 0°16'35" West, 370.0 feet; thence South 88°25'30" East, 570.27 feet to the Point of beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000000-5).

AND

The South 30 feet of Lot 18, and the North 30 feet of Lot 19, PINBHURST SUBDIVISION, a subdivision according to the plat thereof as recorded in Plat Book 8, Page 10, of the Public Records of Charlotte County, Florida (Tax I.D. No. 0090841-000500-9).

AND

Tract 11 - Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East; thence North 0°16'35" East, 1315.21 feet for a Point of Beginning; thence continue North 0°16'35" East, 438.40 feet; thence

South 88°25'30" East, 511.21 feet; thence South 0°16'35" West, 438.40 feet; thence North 88°35'30" West, 511.21 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070967-000000-4).

AND

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070981-000500-1),

LESS AND EXCEPT the right-of-way for a public highway along the East side of said land, and

LESS AND EXCEPT the right-of-way for a public road along the north line of said land, and

LESS AND EXCEPT the following: Commence at the Northeast corner of said Section 13; thence along the North boundary of said section 13, North 88°26'45" West, 45.15 feet to the westerly maintained right-of-way line of State Road 35 (U.S. 17) for a Point of Beginning; thence along said westerly maintained right-of-way line South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 feet; thence North 00°23'35" East, 330.28 feet to said North boundary of Section 13; thence along said North boundary South 88°26'45" East, 8.00 feet to the Point of Beginning.

TOGETHER WITH access over the public right-of-way as shown on the plat of Hunter Creek Village, Phase I, as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida, as originally established by instruments recorded in O.R. Book 551, Page 1357, O.R. Book 551, Page 1359, O.R. Book 568, Page 1347, O.R. Book 612, Page 1945, and O.R. Book 626, Page 1414, all of the Public Records of Charlotte County, Florida.

Handwritten notes: #124 - OIMSI

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease, made as of the 15th day of Nov, 2004, by and between RIVERS EDGE UTILITIES, LLC, a Florida limited liability company ("Assignor"), and MSM UTILITIES, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor operates a Water and Wastewater Treatment Facility, which facility is located on certain real property subject to 99-Year Lease Agreement for Water and Wastewater Treatment Facilities dated September 5, 2003, (the "Lease"), said Lease having been recorded in Official Records Book 2307, Page 331, of the Public Records of Charlotte County, Florida, and in which Lease Assignor is the Lessee; and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the rights and obligations of Lessee under said Lease, and the Lessor of said Lease has consented to the assignment.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign all of Assignor's right, title, and interest as Lessee in and to the Lease subject to all encumbrances and restrictions affecting Assignor's interest in the Premises and in the Lease, and Assignee does hereby accept said assignment and agrees to be bound by, and to perform, all duties and obligations of Lessee under the terms and provisions of the Lease. Assignee releases Assignor from liability for all obligations under the Lease and indemnifies Assignor from all liability arising after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease under seal as of the day and year first above written.

Signed in the presence of:

[Signature]
Witness: David E. Olmsted

[Signature]
Witness: Diane M. Ricciardi

RIVERS EDGE UTILITIES, LLC., a Florida limited liability company

By: [Signature]
MARYLU FITZPATRICK, Manager

By: [Signature]
JANICE FADER, Manager

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 02605
PGS 1206-1210 (5 Pg(s))
FILE NUMBER 1310708
RECORDED 12/22/2004 04:46:19 PM
RECORDING FEES 44.00

IMAGED IN MURDOCK

Signed in the presence of:

MSM UTILITIES, LLC., a
Florida limited liability company

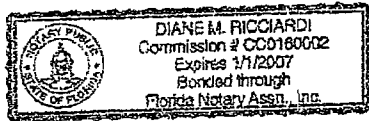
Eric Regan
Witness: Eric Regan

By: B. J. Maltese
BEN J. MALTESE, Managing Partner

David E. Olmsted
Witness: David E. Olmsted

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15th day of November, 2004, by MARYLU FITZPATRICK and JANICE FADER, as Managers of RIVERS EDGE UTILITIES, LLC., a Florida limited liability company, who are personally known to me, or who produced _____ as identification.



David E. Olmsted
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15th day of December, 2004, by BEN J. MALTESE, Managing Partner of MSM UTILITIES, LLC., a Florida limited liability company, who is personally known to me, or who produced _____ as identification.

David E. Olmsted
Notary Public
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
David E. Olmsted
Olmsted & Wilson, P.A.
17801 Murdock Circle, Suite A
Port Charlotte, FL 33948



David E. Olmsted
MY COMMISSION # DD059966 EXPIRES
August 23, 2005
BONDED THROUGH TROY FAIR INSURANCE, INC.

EXHIBIT "A"

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070972-000100-6).

AND

The Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070973-000000-6).

AND

The Northwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East, and that portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch, and all of government Lot 5, lying South of Lee Branch, Section 11, Township 40 South, Range 23 East, Charlotte County, Florida; LESS portion platted as Hunter Creek Village Phase I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (I.D. Nos. 0070873-000500-2, 00708893-001000-1, and 0070893-001500-6).

LESS AND EXCEPT:

All that tract or parcel of land lying in Government Lot 5, Section 11, and Government Lot 2, Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows: Commencing at the Southeast corner of Government Lot 2, Section 12, Township 40 South, Range 23 East, run North 0°14'00" East, 657.38 feet to a concrete monument; thence North 88°46'30" West, 329.75 feet to a concrete monument; said monument lying on the Northerly right-of-way line of the Florida Power and Light Company easement; thence North 85°35'12" West along the Northerly right-of-way line of Florida Power and Light Company, 980 feet to an iron pin and the Point of Beginning; thence continue North 85°35'12" West along said right-of-way line 353.00 feet, plus or minus, to its point of intersection with the mean high water line of Hunter Creek Village Phase I; thence in a Northeasterly direction following the meanderings of the mean high water line of Hunter Creek Village Phase I, 485.0 feet, plus or minus, to its point of intersection with a line running North 4°24'43" East, from the Point of Beginning; thence South 4°24'43" West, 322.00 feet, plus or minus, to an iron pin and the Point of Beginning; together with 10 feet along and adjacent to the Southerly boundary of said property; said 10 foot strip constituting a portion of the easement described in O.R. Book 372, Page 403, Public Records of Charlotte County, Florida.

AND LESS AND EXCEPT:

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND

Tract B, and that portion of Lake Quail, all as shown on the plat of HUNTER CREEK VILLAGE PHASE I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (Tax I.D. Nos. 0086591-000380-4 and 0086591-000384-0).

AND

Tract 3 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1573.36 feet for a Point of Beginning; thence continue North 03°04'30" East, 360.32 feet; thence North 88°25'30" West 606.14 feet; thence South 0°16'35" West 360.0 feet; thence South 88°25'30" East, 588.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000100-4).

AND

Tract 4 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1203.04 feet for a Point a Beginning; thence continue North 03°04'30" East, 370.32 feet; thence North 88°25'30" West, 588.45 feet; thence South 0°16'35" West, 370.0 feet; thence South 88°25'30" East, 570.27 feet to the Point of beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000000-5).

AND

The South 30 feet of Lot 18, and the North 30 feet of Lot 19, PINEHURST SUBDIVISION, a subdivision according to the plat thereof as recorded in Plat Book 8, Page 10, of the Public Records of Charlotte County, Florida (Tax I.D. No. 0090841-000500-9).

AND

Tract 11 - Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East; thence North 0°16'35" East, 1315.21 feet for a Point of Beginning; thence continue North 0°16'35" East, 438.40 feet; thence

South 88°25'30" East, 511.21 feet; thence South 0°16'35" West, 438.40 feet; thence North 88°35'30" West, 511.21 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070967-000000-4).

AND

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070981-000500-1),

LESS AND EXCEPT the right-of-way for a public highway along the East side of said land, and

LESS AND EXCEPT the right-of-way for a public road along the north line of said land, and

LESS AND EXCEPT the following: Commence at the Northeast corner of said Section 13; thence along the North boundary of said section 13, North 88°26'45" West, 45.15 feet to the westerly maintained right-of-way line of State Road 35 (U.S. 17) for a Point of Beginning; thence along said westerly maintained right-of-way line South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 feet; thence North 00°23'35" East, 330.28 feet to said North boundary of Section 13; thence along said North boundary South 88°26'45" East, 8.00 feet to the Point of Beginning.

TOGETHER WITH access over the public right-of-way as shown on the plat of Hunter Creek Village, Phase I, as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida, as originally established by instruments recorded in O.R. Book 551, Page 1357, O.R. Book 551, Page 1359, O.R. Book 568, Page 1347, O.R. Book 612, Page 1945, and O.R. Book 626, Page 1414, all of the Public Records of Charlotte County, Florida.

EXHIBIT "E"
CERTIFICATES

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

527-S

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

MSM Utilities, LLC

Whose principal address is:

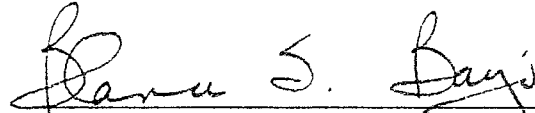
9696 Bonita Beach Road, Suite 210
Bonita Springs, FL 34135
(Charlotte County)

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.

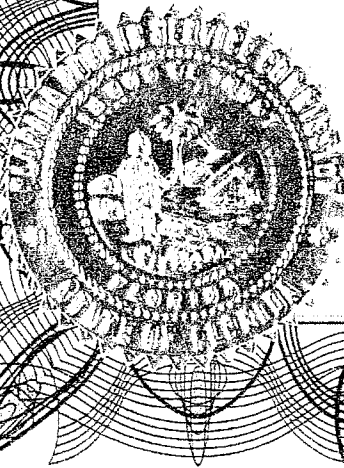
This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-99-0756-FOF-WS	DOCKET	980731-WS
ORDER	PSC-05-0147-PAA	DOCKET	031042-WS
ORDER	PSC-06-0129-FOF-WS	DOCKET	050820-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



Commission Clerk and Administrative
Services Director



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

611-W

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

MSM Utilities, LLC

Whose principal address is:

9696 Bonita Beach Road, Suite 210
Bonita Springs, FL 34135
(Charlotte 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	PSC-99-0756-FOF-WS	DOCKET	980731-WS
ORDER	PSC-05-0147-PAA	DOCKET	031042-WS
ORDER	PSC-06-0129-FOF-WS	DOCKET	050820-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
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ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

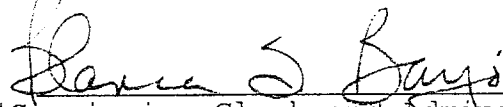

Commission Clerk and Administrative
Services Director



EXHIBIT "F"

Affidavit of Mailing - Government Entities

(To be late filed)

EXHIBIT "G"

Affidavit of Mailing - Customers

(To be late filed)

EXHIBIT "H"

Affidavit of Publication

(To be late filed)