

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED) - SEPTEMBER 19, 2002

ALLETE, INC.

A Minnesota Corporation
Commission File No. 1-3548
IRS Employer Identification No. 41-0418150
30 West Superior Street
Duluth, Minnesota 55802-2093
Telephone - (218) 279-5000

ITEM 5. OTHER EVENTS AND REGULATION FD DISCLOSURE.

Reference is made to the 2001 Form 10-K of ALLETE, Inc. (ALLETE or the Company) for background information on the following update. Unless otherwise indicated, cited references are to ALLETE's 2001 Form 10-K.

Ref. Page 11 - Sixth Paragraph

Ref. Page 30 - Third Paragraph

Ref. Form 8-K dated and filed February 28, 2002 - Second Paragraph

Ref. Form 8-K dated and filed March 28, 2002

Ref. Form 10-Q for the quarter ended March 31, 2002 - Page 18 - Fifth Paragraph

Ref. Form 10-Q for the quarter ended June 30, 2002 - Page 17 - Sixth Paragraph
and Page 22 - Third Paragraph

Ref. Form 8-K dated and filed September 19, 2002

On September 19, 2002 ALLETE announced that Florida Water Services Corporation, a wholly owned water subsidiary, entered into an agreement to sell its assets to Florida Water Services Authority, a governmental entity that was established by an interlocal agreement between the cities of Gulf Breeze and Milton, Florida. In accordance with Item 601 of Regulation S-K ALLETE herewith files the related Asset Purchase Agreement by and between Florida Water Services Corporation and Florida Water Services Authority dated as of September 19, 2002.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS

Exhibit
Number

- - - - -

2 - Asset Purchase Agreement by and between Florida Water Services Corporation and Florida Water Services Authority dated as of September 19, 2002.

SAFE HARBOR STATEMENT
UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

In connection with the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, ALLETE is hereby filing cautionary statements identifying important factors that could cause ALLETE's actual results to differ materially from those projected in forward-looking statements (as such term is defined in the Private Securities Litigation Reform Act of 1995) made by or on behalf of ALLETE in this Form 8-K, in presentations, in response to questions or otherwise. Any statements that express, or involve discussions as to, expectations, beliefs, plans, objectives, assumptions or future events or performance (often, but not always, through the use of words or phrases such as "anticipates," "believes," "estimates," "expects," "intends," "plans," "projects," "will likely result," "will continue" or similar expressions) are not statements of historical facts and may be forward-looking.

Forward-looking statements involve estimates, assumptions, risks and uncertainties and are qualified in their entirety by reference to, and are accompanied by, the following important factors, which are difficult to predict, contain uncertainties, are beyond the control of ALLETE and may cause actual results or outcomes to differ materially from those contained in forward-looking statements:

- war and acts of terrorism;
- prevailing governmental policies and regulatory actions, including those of the United States Congress, state legislatures, the Federal Energy Regulatory Commission, the Minnesota Public Utilities Commission, the Florida Public Service Commission, the North Carolina Utilities Commission, the Public Service Commission of Wisconsin and various county regulators, about allowed rates of return, financings, industry and rate structure, acquisition and disposal of assets and facilities, operation and construction of plant facilities, recovery of purchased power and capital investments, and present or prospective wholesale and retail competition (including but not limited to transmission costs) as well as general vehicle-related laws, including vehicle brokerage and auction laws;
- unanticipated impacts of restructuring initiatives in the electric industry;
- economic and geographic factors, including political and economic risks;
- changes in and compliance with environmental and safety laws and policies;
- weather conditions;
- population growth rates and demographic patterns;
- the effects of competition, including the competition for retail and wholesale customers, as well as suppliers and purchasers of vehicles;
- pricing and transportation of commodities;
- market demand, including structural market changes;
- changes in tax rates or policies or in rates of inflation;
- unanticipated project delays or changes in project costs;
- unanticipated changes in operating expenses and capital expenditures;
- capital market conditions;
- competition for economic expansion or development opportunities;
- our ability to manage expansion and integrate recent acquisitions; and
- the outcome of legal and administrative proceedings (whether civil or criminal) and settlements that affect the business and profitability of ALLETE.

Any forward-looking statement speaks only as of the date on which that statement is made, and ALLETE undertakes no obligation to update any forward-looking statement to reflect events or circumstances after the date on which that statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time and it is not possible for management to predict all of those factors, nor can it assess the impact of each of those factors on the businesses of ALLETE or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ALLETE, Inc.

September 20, 2002

James K. Vizanko

James K. Vizanko
Vice President, Chief Financial Officer
and Treasurer

EXHIBIT INDEX

EXHIBIT
NUMBER

- 2 - Asset Purchase Agreement by and between Florida Water Services Corporation and Florida Water Services Authority dated as of September 19, 2002.

ALLETE Form 8-K dated September 20, 2002

ASSET PURCHASE AGREEMENT

by and between

FLORIDA WATER SERVICES CORPORATION

and

FLORIDA WATER SERVICES AUTHORITY

Dated as of September 19, 2002

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is dated as of September 19, 2002, by and between Florida Water Services Authority, a public entity of the State of Florida ("Buyer"), and Florida Water Services Corporation, a Florida corporation ("Seller").

RECITALS

WHEREAS, Seller owns potable water production, supply, treatment, and distribution systems, alternative water systems, wastewater collection, transmission, treatment and disposal systems, and reclaimed water facilities in various incorporated and unincorporated areas in Florida (the "System," as hereinafter defined); and

WHEREAS, Buyer, pursuant to Chapter 163, Florida Statutes, and the Interlocal Agreement dated as of September 16, 2002, creating Buyer (the "Interlocal Agreement") and other applicable laws, has the power and authority to acquire and provide potable water, wastewater, and reclaimed water facilities and to provide service outside of the boundaries of its participating members; and

WHEREAS, various governmental entities have threatened to condemn portions of System of the Seller, including portions of the water, wastewater and reclaimed water utility Facilities of the Seller, and in lieu of condemnation, Buyer desires to acquire all or substantially all of the assets which are used by Seller in providing services through the water, wastewater and reclaimed water Facilities throughout the State of Florida, and to avoid condemnation, Seller has consented to sell those assets to Buyer; and

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

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Definitions and Usage

1.1 Definitions

For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Section 1.1:

"Accounts Receivable"-- (a) all customer accounts receivable and other rights to payment from customers of Seller and the full benefit of all security for such accounts or rights to payment; (b) all other accounts or notes receivable of Seller and the full benefit

of all security for such accounts or notes; and (c) any claim, remedy or other right related to any of the foregoing.

"Acquisition Bonds"-- means Bonds issued by the Buyer primarily for the purpose of paying the Purchase Price or installments thereof and anticipated to be in an aggregate amount sufficient to produce Acquisition Bond Net Proceeds in an amount equal to the Purchase Price.

"Acquisition Bonds Net Proceeds" -- means the amount received from the sale of the Acquisition Bonds less all the costs of issuing the Bonds, establishing any required reserves, deducting \$29 Million (for the purpose of funding Remedial Capital Projects although it is not required that it be so used), deducting \$15,800,000 (for the purpose of funding future capital improvements to the System although it is not required to be so used), deducting an amount for the working capital needs of the Buyer and deducting the costs incurred by the Buyer in connection with the transactions contemplated by this Agreement. In the event that Bonds are issued at more than one time, the above mentioned \$44,800,000 will be deducted from the initial Bond issue in order to determine the Acquisition Bond Net Proceeds.

"Appurtenances"-- all privileges, rights, easements, hereditaments and appurtenances belonging to or for the benefit of the Land, including all easements appurtenant to and for the benefit of any Land (a "Dominant Parcel") for, and as the primary means of access between, the Dominant Parcel and a public way, or for any other use upon which lawful use of the Dominant Parcel for the purposes for which it is presently being used is dependent, and all rights existing in and to any streets, alleys, passages and other rights-of-way included thereon or adjacent thereto (before or after vacation thereof) and vaults beneath any such streets.

"Assets" or "Assets to Be Sold"-- as defined in Section 2.1.

"Assignment and Assumption Agreement"-- as defined in Section 2.7(a)(ii).

"Assumed Liabilities"-- as defined in Section 2.4(a).

"Best Efforts" -- the efforts that a prudent Person desirous of achieving a result would use in similar circumstances to achieve that result as expeditiously as possible, provided, however, that a Person required to use Best Efforts under this Agreement will not be thereby required to take actions that would result in a material adverse change in the benefits to such Person of this Agreement and the Contemplated Transactions or to dispose of or make any change to its business, expend any material funds or incur any other material burden.

"Bill of Sale"-- as defined in Section 2.7(a)(i).

"Bonds" shall mean revenue bonds, the interest on which (i) accrues at fixed rates and (ii) is excluded from gross income of the holder thereof for federal income tax purposes, to be issued by the Buyer and payable solely from and secured solely by the Net Revenues of the System and, if consented to by Buyer, other assets of the Buyer.

"Bond Insurer"--any nationally recognized financial institution or insurer of principal and interest on bonds of state and local governments whose bond purchase agreement, letter or line of credit, surety bond, insurance policy or guaranty would result in such bonds being rated in one of the highest two categories by Standard & Poor's or Moody's.

"Breach"-- any breach of, or any inaccuracy in, any representation or warranty or any breach of, or a failure to perform or comply with, any covenant or obligation, in or of this Agreement.

"Business Day"-- any day other than: (a) Saturday or Sunday; or (b) any other day on which banks in Florida are permitted or required to be closed.

"Buyer"-- as defined in the first paragraph of this Agreement.

"Buyer Indemnified Persons"-- as defined in Section 11.2.

"Capital Charges"- revenues, exclusive of Special Assessments, derived by the Buyer from impact fees, guaranteed revenues, service availability fees, or other such fees or charges, imposed upon landowners, builders or developers in connection with the Buyer improvement of property within the services areas of the System, to defray the costs of capital facilities.

"Capital Improvement Plan Requirement" -- an annual amount of \$25,000,000 for the purpose of providing extraordinary maintenance, rehabilitation, upgrades to equipment or facilities, increased plant capacity, and extensions and enlargements to the System, and excluding well and septic tank conversions.

"Closing"-- as defined in Section 2.6.

"Closing Date"-- the date on which the Closing actually takes place.

"COBRA"-- as defined under Federal Employment Law.

"Code"-- the Internal Revenue Code of 1986.

"Confidential Information"-- as defined in Section 12.1.

"Contemplated Transactions"-- all of the transactions contemplated by this Agreement.

"Cost of Operation and Maintenance"-- all current expenses, paid or accrued, for the operation, maintenance and repair of all Facilities of the System, as calculated in accordance with generally accepted accounting principles for units of local government and on a consistent basis with the operation and maintenance and repair of the Facilities of the System under Seller's ownership, and shall include, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the Buyer related solely to the System, labor, cost of materials, consumables and supplies used for current operation, but excluding any reserve for renewals or replacements, any extraordinary or emergency repairs, any replacements, any capital expenditures, any allowance for interest or depreciation or amortization, any other non-cash item, any profit, any franchise fees, any payments in lieu of taxes, and any voluntary payments to other governmental entities not required by law.

"Customer Deposits"--any amounts deposited with or held by the Seller as customer deposits.

"Damages"-- as defined in Section 11.2.

"Due Diligence Expenses"-- a sum up to \$200,000 or such greater amount as the Seller may approve in writing, to reimburse the costs incurred by the Buyer for its due diligence expenses in making the decision to acquire the System and issue the Acquisition Bonds for the Purchase Price.

"Effective Time"-- 12:01 am. on the Closing Date.

"Employee Plans"-- as defined in Section 3.13.

"Employment Agreement"-- as defined in Section 2.7(a)(vi).

"Encumbrance"-- any charge, claim, community or other marital property interest, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

"Environment"-- soil, land surface or subsurface strata, surface waters (including navigable waters and ocean waters), ground waters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

"Environmental, Health and Safety Liabilities"-- any cost, damages, expense, liability, obligation or other responsibility arising from or under any Environmental Law or Occupational Safety and Health Law, including those consisting of or relating to:

(a) any environmental, health or safety matter or condition (including on-site or off-site contamination, occupational safety and health and regulation of any chemical substance or product);

(b) any fine, penalty, judgment, award, settlement, legal or administrative proceeding, damages, loss, claim, demand or response, remedial or inspection cost or expense arising under any Environmental Law or Occupational Safety and Health Law;

(c) financial responsibility under any Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any cleanup, removal, containment or other remediation or response actions ("Cleanup") required by any Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Body or any other Person) and for any natural resource damages; or

(d) any other compliance, corrective or remedial measure required under any Environmental Law or Occupational Safety and Health Law.

The terms "removal," "remedial" and "response action" include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

"Environmental Law"-- any Legal Requirement that requires or relates

to:

(a) advising appropriate authorities, employees or the public of intended or actual Releases of pollutants or hazardous substances or materials, violations of discharge limits or other prohibitions and the commencement of activities, such as resource extraction or construction, that could have significant impact on the Environment;

(b) preventing or reducing to acceptable levels the Release of pollutants or hazardous substances or materials into the Environment;

(c) reducing the quantities, preventing the Release or minimizing the hazardous characteristics of wastes that are generated;

(d) assuring that products are designed, formulated, packaged and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;

(e) protecting resources, species or ecological amenities;

(f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil or other potentially harmful substances;

(g) cleaning up pollutants that have been Released, preventing the Threat of Release or paying the costs of such clean up or prevention; or

(h) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

"ERISA"-- the Employee Retirement Income Security Act of 1974.

"Exchange Act"-- the Securities Exchange Act of 1934.

"Excluded Assets"-- as defined in Section 2.2.

"Facilities"-- the Land, leasehold, license, easement, right-of-way, prescriptive claim or other interest in real property currently owned or operated by Seller or used by the Seller in the operation of the System, including the Tangible Personal Property used or operated by Seller at the respective locations of the Land, and excluding the Excluded Assets.

"GAAP"-- generally accepted accounting principles applicable to the Seller for financial reporting in the United States, applied on a basis consistent with the basis on which the balance sheets and the other financial statements referred to in Section 3.3 were prepared.

"Governing Documents"-- the articles or certificate of incorporation and the bylaws of Sellers.

"Governmental Authorization"-- any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement.

"Governmental Body"-- any:

(a) federal, state, local, municipal, or other government;

(b) governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental powers); or

(c) body exercising any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power.

"Gross Revenues" or "Revenues" shall mean all moneys, received or receivable by the Buyer, or accruing to it in the operation of the System, from rates, fees, rentals, or other charges for the services or Facilities of the System, excluding state and federal grants and grants in aid of construction, unless otherwise provided herein, all calculated in accordance with generally accepted accounting practice applicable to a local government. "Gross Revenues" or "Revenues" shall also be deemed to include any amounts (exclusive of Capital Charges retained by Seller) received by the Buyer as Capital Charges for any facilities acquired from the Seller, but shall not include Special Assessments or Capital Charges for any facilities not purchased from the Seller.

"Hazardous Activity"-- the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Material in, on, under, about or from any of the Facilities or any part thereof into the Environment and any other act, business, operation or thing that increases the danger, or risk of danger, or poses an unreasonable risk of harm, to persons or property on or off the Facilities.

"Hazardous Material"-- any substance, material or waste which is or will foreseeably be regulated by any Governmental Body, including any material, substance or waste which is defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "contaminant," "toxic waste" or "toxic substance" under any provision of Environmental Law, and including petroleum, petroleum products, asbestos, presumed asbestos-containing material or asbestos-containing material, urea formaldehyde and polychlorinated biphenyls.

"Improvements"-- all buildings, structures, fixtures and improvements located on the Land or included in the Assets, including those under construction.

"Indemnified Person"-- as defined in Section 11.9.

"Indemnifying Person"-- as defined in Section 11.9.

"Intellectual Property Assets"-- as defined in Section 3.14.

"Inventories"-- all inventories of Seller, wherever located, including without limitation, all pumps, pipes, valves, plumbing fixtures, chemicals, stored water, spare parts and all other materials and supplies to be used by Seller in the operation of its business.

"IRS"-- the United States Internal Revenue Service and, to the extent relevant, the United States Department of the Treasury.

"Land"-- all parcels and tracts of land in which Seller has a fee ownership interest, except for the parcels and tracts of land set forth in Exhibit 2.2.

"Lease"-- any Real Property Lease or any lease or rental agreement, license, right to use or installment and conditional sale agreement to which Seller is a party and any other Seller Contract pertaining to the leasing or use of any Tangible Personal Property.

"Legal Requirement"-- any federal, state, local, municipal, or other constitution, law, ordinance, principle of common law, code, regulation, or statute.

"Liability"-- with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Material Consents"-- as defined in Section 7.3.

"Maximum Annual Retainage" -- means the sum \$12 Million annually.

"Maximum Cumulative Retainage"-- the sum of \$36 Million annually.

"Net Revenues" shall mean Gross Revenues less the Cost of Operation and Maintenance.

"Occupational Safety and Health Law"-- any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards under the Occupational Safety and Health Act.

"Order"-- any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Body or arbitrator.

"Ordinary Course of Business"-- an action taken by a Person will be deemed to have been taken in the Ordinary Course of Business only if that action is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person.

"Permitted Encumbrances"-- as defined in Section 3.7.

"Person"-- an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Body.

"Proceeding"-- any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Purchase Price"-- as defined in Section 2.3.

"Real Property"-- the Land and Improvements.

"Real Property Lease"-- any ground lease or space lease.

"Record"-- information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Related Person"-- (a) any Person that directly or indirectly controls, is directly or indirectly controlled by or is directly or indirectly under common control with such specified Person;

(b) any Person that holds a Material Interest in such specified Person;

(c) each Person that serves as a director, officer, partner, executor or trustee of such specified Person (or in a similar capacity);

(d) any Person in which such specified Person holds a Material Interest; and

(e) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity).

For purposes of this definition, (a) "control" (including "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and shall be construed as such term is used in the rules promulgated under the Securities Act; (b) the "Family" of an individual includes (i) the individual, (ii) the individual's spouse, (iii) any other natural person who is related to the individual or the individual's spouse within the second degree and (iv) any other natural person who resides with such individual; and (c) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of voting securities or other voting interests representing at least ten percent (10%) of the outstanding voting power of a Person or equity securities or other equity interests representing at least ten percent (10%) of the outstanding equity securities or equity interests in a Person.

"Release"-- any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration on or into the Environment or into or out of any property.

"Remedial Action"-- all actions, including any capital expenditures, required: (a) to clean up, remove, treat or in any other way address any Hazardous Material or other substance; (b) to prevent the Release or Threat of Release or to minimize the further Release of any Hazardous Material or other substance so it does not migrate or endanger or threaten to endanger public health or welfare or the Environment; (c) to perform pre-remedial studies and investigations or post-remedial monitoring and care; or (d) to bring all Facilities and the operations conducted thereon into compliance with Environmental Laws and environmental Governmental Authorizations.

"Remedial Capital Projects"-- capital projects needed to serve existing customers as of the date of Closing that are necessary (i) to repair or replace Facilities that are defective, inoperative, or failing, (ii) to improve or repair the Facilities to the extent that the Facilities are not performing their intended functions in a commercially reasonable and efficient manner, (iii) to replace or improve the Facilities in order to cure any violations of any Governmental Authorizations; and (iv) to perform extraordinary maintenance or deferred maintenance that is necessary to enable the Facilities to perform their intended functions. Remedial Capital Projects shall not include any expansion related capital improvements, normal maintenance or renewal and replacement items normally incurred in the Ordinary Course of Business. Buyer shall have twelve (12) months from the date of Closing to investigate and determine the extent of Remedial Capital Projects existing as of the date of Closing, if any, which determination shall be consistent with prevailing utility industry maintenance practices. On or before the first anniversary of execution of this Agreement, Buyer shall notify Seller in writing of the specific projects and estimated cost for each Remedial Capital Project. Disputes, if any shall be resolved in accordance with Section 13.5.

"Remedial Capital Projects Amount"-- an amount sufficient to enable the Buyer to fund all required Remedial Capital Projects for the System as it existed as of the date of the Closing, which amount shall be in excess of the aggregate amount of \$29 Million funded for capital improvements as part of the Acquisition Bonds plus the Capital Improvement Plan Requirement for five years and the Renewal and Replacement Requirement for five years.

"Renewal and Replacement Requirement"--an annual amount equal to \$5,000,000 to be used for the purpose of paying the cost of renewals, upgrades, enhancements, or the replacement of capital assets of the System and extraordinary and emergency repairs thereto.

"Representative" -- with respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other representative of that Person.

"Retained Liabilities"-- as defined in Section 2.4(b).

"Seller"-- as defined in the first paragraph of this Agreement.

"Seller Contract"-- any contract, promise, or undertaking: (a) under which Seller has or may acquire any rights or benefits; (b) under which Seller has or may become subject to any obligation or liability; or (c) by which Seller or any of the assets owned or used by Seller is or may become bound or are encumbered.

"Special Assessments" shall mean revenues derived by the Buyer from special assessments imposed upon benefited property in connection with post-Closing acquisition or construction of additions, extensions or improvements to the System.

"Subsidiary" -- with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred), are held by the Owner or one or more of its Subsidiaries.

"System" -- shall mean the complete combined and consolidated water, sewer and reclaimed water utility systems of the Seller together with any and all assets, improvements, extensions and additions thereto hereafter constructed or acquired, but not including the Excluded Assets.

"Tangible Personal Property"-- all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property (other than Inventories) of every kind owned or leased by Seller (wherever located and whether or not carried on Seller's books), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto.

"Tax"-- any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional

amount thereon imposed, assessed or collected by or under the authority of any Governmental Body or payable under any tax-sharing agreement or any other contract.

"Tax Return"-- any return (including any information return), report, statement, schedule, notice, form, declaration, claim for refund or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement relating to any Tax.

"Third Party"-- a Person that is not a party to this Agreement.

"Third-Party Claim"-- any claim against any Indemnified Person by a Third Party, whether or not involving a Proceeding.

"Threat of Release"-- a reasonable likelihood of a Release that may require action in order to prevent or mitigate damage to the Environment that may result from such Release.

"Unbilled Customer Revenue" - revenue for services provided to customers that have not yet been billed as of the date of Closing, calculated on a basis consistent with Seller's current billing practices.

1.2 Usage

(a) Interpretation. In this Agreement, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(iii) reference to any gender includes each other gender;

(iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(v) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(vi) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(vii) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and

(viii) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

(b) Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with GAAP, as the same applies to the Seller, and in accordance with generally accepted accounting principles applicable to units of local government, as the same applies to the Buyer.

(c) Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

2. Sale and Transfer of Assets; Closing

2.1 Assets To Be Sold

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any Encumbrances (except as to Appurtenances to the extent provided for elsewhere herein) other than Permitted Encumbrances, all of Seller's right, title and interest in and to all of Seller's property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following (but excluding the Excluded Assets):

(a) all Real Property and all Appurtenances;

(b) all Tangible Personal Property;

(c) all Inventories;

(d) all Accounts Receivable and Unbilled Customer Revenue;

(e) all Seller Contracts and all outstanding offers or solicitations made by or to Seller to enter into any Contract;

(f) all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Buyer;

(g) all data and Records related to the operations of Seller, including client and customer lists and Records, all personnel records (provided that Seller shall have reasonable access thereto) referral sources, research and development reports and Records, production reports and Records, service and warranty Records, equipment logs, operating guides and manuals, financial and accounting Records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and Records and, subject to Legal Requirements;

(h) all of the intangible rights and property of Seller, including Intellectual Property assets, the trade name, "Florida Water Services", going concern value, goodwill, telephone, telecopy and e-mail addresses and listings;

(i) all claims of Seller against third parties relating to the Assets, whether choate or inchoate, known or unknown, contingent or non-contingent; and

(j) all rights of Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof and that are not excluded under Section 2.2, and not including Seller letters of credit for which the Seller is an applicant.

All of the property and assets to be transferred to Buyer hereunder are herein referred to collectively as the "Assets" or "Assets to be Sold".

2.2 Excluded Assets

Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, the following assets of Seller (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Assets and shall remain the property of Seller after the Closing:

(a) all cash, cash equivalents and short-term investments; all payments (other than Customer Deposits) received by Seller prior to Closing;

(b) Capital Charges received after the Closing by Buyer which shall be remitted to Seller in each one-year period following the date of the Closing, provided that (i) the total amount of Capital Charges retained by and belonging to Seller for any one such year shall not exceed the Maximum Annual Retainage (and at such time as the total amount of Capital Charges remitted to Seller for any such one year period equals the Maximum Annual Retainage, all further Capital Charges received by the System in such year shall be retained by and belong to the Buyer), and (ii) the aggregate amount retained by the Seller as Excluded Assets pursuant to this subsection 2.2(b) shall be the Maximum Cumulative Retainage and at such time as the total cumulative amount of Capital Charges remitted to Seller under this Section 2.2 equals the Maximum Cumulative

Retainage, no further Capital Charges shall be remitted to the Seller but all such Capital Charges received by the System thereafter be retained by and shall belong to the Buyer. The foregoing Capital Charges retained by Seller are to compensate Seller for the excess capacity existing in the System as of the Effective Date. The amount to be remitted to Seller hereunder by Buyer shall be paid to Seller once a year, commencing 13 months after the Effective Date, for all amount collected during the 12 month period then ended. Seller authorizes Buyer to collect the Capital Charges on behalf of Seller.

- (c) all minute books, stock Records and corporate seals;
- (d) any shares of capital stock of Seller held in treasury;
- (e) Seller's letters of credit outstanding at the date of Closing.;
- (f) all insurance policies and rights thereunder (except to the extent specified in Section 2.1(i) and (j));
- (g) all of the contracts listed in Exhibit 2.2;
- (h) Records that Seller is required by law to retain in its possession;
- (i) all claims for refund of Taxes and other governmental charges of whatever nature;
- (j) all rights in connection with and assets of any Employee Plans; and
- (k) all rights of Seller under this Agreement, the Bill of Sale, the Assignment and Assumption Agreement; and
- (l) the property and assets expressly designated in Exhibit 2.2.

2.3 Consideration

(A) INSTALLMENT PAYMENTS. The consideration for the Assets will be four hundred seventy-one million (\$471,000,000), as may be adjusted as provided below in subsection 2.3(C) (the "Purchase Price"). The Purchase Price will be payable in Installments delivered by wire transfer from Buyer to Seller as follows:

DATE PAYABLE	INSTALLMENT	AMOUNT DUE
At the Closing	Installment 1	\$433,000,000
On the third anniversary date of the closing	Installment 2	\$38,000,000

(B) ANNUAL NET REVENUE DEFERRAL. Seller and Buyer have prepared a pro forma based upon the current Costs of Operation and Maintenance of the System and the

current schedule of rates, fees and charges for the services of the System (without any rate increases, but adjusted for indexing) a copy of which is attached hereto as Exhibit Z.

Based on the pro forma, the parties anticipate that the Buyer will realize Net Revenues in each of the first four 12 month periods following the Closing ("Test Year(s)") sufficient to (i) fund the Renewal and Replacement Requirement, (ii) fund (iii) the Capital Improvement Plan Requirement pay 30 year level debt service on the Acquisition Bonds, and (iv) provide Buyer with net profits of \$4.5 Million. The remaining bond proceeds for capital improvements funded in the Acquisition Bonds, plus interest earnings on such bond proceeds, may be allocated to fund short falls in the Capital Improvement Requirement in each of the Test Years in such amounts as may be necessary to meet such Test Year's Net Revenues test (the "Capital Funds Allocation").

Each year, Buyer and Seller will review the Net Revenues. In the event Buyer determines that Net Revenues, together with any revenue guarantee payments pursuant to subsection (E) below, are not sufficient to provide all of such amounts in clauses (i) through (iv) of the preceding sentence, the Buyer shall notify the Seller of such determination, and confer with the Buyer's underwriter and Seller to set forth in full its reasoning therefore. At the end of 36 months following the Closing, such portions of Installment 2 shall be deferred one year or such time as necessary so that the Installment will be equal to Net Revenues less the amounts set forth in (i) through (iv) in the preceding paragraph. Notwithstanding the above, the balance of any unpaid Purchase Price as a result of this subsection shall be paid to Seller within five (5) years of the date of Closing.

(C) PURCHASE PRICE ADJUSTMENTS. Installment 2 of the Purchase Price may be reduced under the following circumstances:

(i) the amount necessary to fund any indemnity amounts owed by Seller under Article 11 hereunder, and

(ii) for all Remedial Capital Projects Amounts.

Within 20 days of the execution of this Agreement, Seller will provide Buyer with its' current five year capital improvement program. Buyer shall notify Seller in writing of the Remedial Capital Projects Amount, if any. Seller shall identify the projects and estimated costs that comprise the Remedial Capital Projects Amount which are not included on Seller's five year capital improvement program. If Seller does not concur that a project is a Remedial Capital Project or part of the Capital Improvement Plan Requirement during the initial five year post Closing time period the matter shall be submitted to the dispute resolution process set forth in 13.5.

(D) DISPUTE RESOLUTION. Prior to implementing any reduction or offset, the Buyer shall provide written notice to Seller of any proposed reduction or offset. Seller shall have twenty (20) days to provide Buyer written notice of objection to any such reductions or offset. Buyer and Seller shall have sixty (60) days following written notice of objection from Buyer to amicably resolve Buyer's objections. To the extent any objections cannot be reconciled, either party may submit such objection to the Dispute Resolution Process. Buyer may at any time deposit any Reduction Amount with an escrow agent pending a final resolution under the Dispute Resolution Process, pursuant to an Escrow Agreement reasonably satisfactory to the parties and to the extent Buyer has done so Buyer shall not be deemed in default hereunder.

(E) Seller shall provide a guarantee ("Guarantee") in the form to be agreed upon with 30 days after execution of this Agreement that Buyer will receive Gross Revenues constituting monthly water and sewer charges ("Monthly Fees") for the first twelve months after Closing of \$95,318,000; for the second twelve months of \$97,701,000; and for the third twelve months of \$100,143,000. If the Buyer lowers any Monthly Fees during the forgoing time periods, the amount guaranteed will be reduced by the amount the Monthly Fees would have been if such reduction had not occurred.

(F) The Buyer agrees to use all reasonable commercial efforts to issue the Acquisition Bonds. In the event the Buyer, after consultation with the Buyer's financial advisor(s), underwriter(s), legal advisors, and with Seller, in good faith, determines that some or all of such Acquisition Bonds cannot be sold on a date that permits the Closing to occur on or prior to December 15, 2002, in that the Acquisition Bonds Net Proceeds would be less than \$433,000,000, then the Buyer shall immediately notify Seller in writing of such determination, with such notice setting forth in reasonable detail the bases upon which such determination was made, and the requirements, if reasonably ascertainable to Seller, for ultimate issuance of all of the Bonds or such portion thereof that would result in Acquisition Bond Net Proceeds received in an amount equal to or greater than \$433,000,000 on or prior to December 15, 2002. Upon receipt of such notice Seller shall have the option of (1) at any time between the receipt of the notice and the issuance of the Bonds, closing the transaction, and increasing the future installments set forth above by the amount that the Acquisition Bonds Net Proceeds are less than \$433,000,000 in an equitable manner as agreed to by both Buyer and Seller; (2) postponing the Closing until such time as Acquisition Bonds resulting in Acquisition Bonds Net Proceeds of not less than \$433,000,000 can reasonably be issued in accordance with this Agreement; or (3) canceling this Agreement, and, if cancelled, thereupon the Buyer and Seller shall have no liabilities and no further obligations to each other under this Agreement, except that Seller shall pay to Buyer the Due Diligence Expenses.

For purposes of this Section 2.3(b), the Capital Charges remitted to and retained by Seller shall not include the portion thereof representing AFPI, to the extent of the following:

PERIOD -----	PERCENTAGE OF AFPI -----
for Capital Charges received until the first anniversary date of the Closing	0%
for Capital Charges received until the second anniversary date of the Closing	20%
for Capital Charges received until the third anniversary date of the Closing	40%
for Capital Charges received until the fourth anniversary date of the Closing	60%
for Capital Charges received until the fifth anniversary date of the Closing	80%
and thereafter	100%

2.4 Liabilities

(a) Assumed Liabilities. On the Closing Date, but effective as of the Effective Time, the Buyer shall assume and agree to discharge only the following Liabilities of Seller (the "Assumed Liabilities"):

(i) any account payable (other than an account payable to any Related Person of Seller) arising with respect to the System, that remains unpaid at and is not delinquent as of the Effective Time but only to extent it is included to determine the Final True Up as set forth in Section 2.7(c);

(ii) any account payable arising with respect to the System, (other than a account payable to any Related Person of Seller) incurred by Seller in the Ordinary Course of Business between the date of this Agreement and the Effective Time that remains unpaid at and is not delinquent as of the Effective Time but only to extent it is included to determine the Final True Up as set forth in Section 2.7(c);

(iii) any Liability to Seller's customers (other than an account payable) incurred by Seller in the Ordinary Course of Business outstanding as of the Effective Time, including, but not limited to Customer Deposits, (other than any

Liability arising out of or relating to a Breach that occurred prior to the Effective Time);

(iv) any Liability arising after the Effective Time under the Seller Contracts (other than any Liability arising under the contracts described on Exhibit 2.2 or arising out of or relating to a Breach that occurred prior to the Effective Time); any Liability of Seller arising after the Effective Time under any Seller Contract included in the Assets that is entered into by Seller after the date hereof in the Ordinary Course of Business or in accordance with the provisions of this Agreement (other than any Liability arising out of or relating to a Breach that occurred prior to the Effective Time), and

(v) any Liability of Buyer under this Agreement or any other document executed in connection with the Contemplated Transactions, and

(vi) any Liability of Buyer based upon Buyer's acts or omissions occurring after the Effective Time, and

(vii) any Liability arising after Closing from operation of the System.

(b) Retained Liabilities. The Retained Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller. "Retained Liabilities" shall mean all Liabilities other than Assumed Liability.

2.5 Allocation

Seller shall prepare and deliver IRS Form 8594 to Buyer within forty-five (45) days after the Closing Date to be filed with the IRS. In any Proceeding related to the determination of any Tax, neither Buyer nor Seller shall contend or represent that such allocation is not a correct allocation.

2.6 Closing

The purchase and sale provided for in this Agreement (the "Closing") will take place at the offices of Buyer's counsel commencing at 10:00 a.m. (local time) on or before December 15, 2002, unless Buyer and Seller otherwise agree. Subject to the provisions of Section 9, failure to consummate the purchase and sale provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.6 will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement. In such a situation, the Closing will occur as soon as practicable, subject to Section 9.

2.7 Closing Obligations

In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing:

(a) Seller shall deliver to Buyer, together with funds sufficient to pay all Taxes necessary for the transfer, filing or recording thereof:

(i) a bill of sale for all of the Assets that are Tangible Personal Property in the form to be agreed upon by the parties prior to Closing (the "Bill of Sale") executed by Seller and the guaranty;

(ii) an assignment of all of the Assets that are intangible personal property in the form to be agreed upon by the parties prior to Closing, which assignment shall also contain Buyer's undertaking and assumption of the Assumed Liabilities (the "Assignment and Assumption Agreement") executed by Seller;

(iii) for each interest in Real Property identified on Exhibit 3.7(a) and (b), a recordable special warranty deed; for all easement interests, an assignment of easements without warranty; for each leasehold interest, an assignment of lease, or such other appropriate document or instrument of transfer, as the case may require, together with a general assignment by the Seller of any and all rights or interests Seller may otherwise have or hold (whether by license, permit, prescriptive right, or otherwise) in respect of its operation of the System, to occupy, use, traverse, spray, percolate through, burrow under, each in form and substance satisfactory to Buyer and its counsel and executed by Seller;

(iv) assignments of all Intellectual Property Assets executed by Seller in form reasonably satisfactory to Buyer;

(v) such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by Buyer, each in form and substance agreed upon by the parties prior to Closing, executed by Seller;

(vi) employment agreements in the form to be prepared by Buyer in accordance with the provisions of this Agreement, executed by such members of Seller's senior management team as identified by Buyer in writing within ten business days after execution of this Agreement (the "Employment Agreements");

(vii) assignments of all construction work in progress in form reasonably acceptable to Buyer which have not yet been placed in service as of the date of the Closing (such capital improvements which have been placed in service being part of the Facilities which are otherwise conveyed by Seller hereunder);

(viii) a certificate executed by Seller as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 7.1 and as to its compliance with and performance of their covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 7.2; and

(ix) a certificate of the Secretary of Seller certifying, as complete and accurate as of the Closing, attached copies of the Governing Documents of Seller, certifying and attaching all requisite resolutions or actions of Seller's board of directors and shareholders approving the execution and delivery of this Agreement and the consummation of the Contemplated Transactions and certifying to the incumbency and signatures of the officers of Seller executing this Agreement and any other document relating to the Contemplated Transactions.

(b) Buyer shall deliver to Seller:

(i) Installment 1 of Four Hundred Thirty-Three Million dollars (\$433,000,000) plus or minus such other funds as set forth on a closing statement to be agreed upon between Buyer and Seller pursuant to the terms of this Agreement by wire transfer to a domestic account of a United States bank specified by the closing Seller in a writing delivered to Buyer at least three (3) business days prior to the Closing Date;

(ii) the Assignment and Assumption Agreement executed by Buyer;

(iii) the executed Employment Agreements ;

(iv) a certificate executed by Buyer as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 8.1 and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 8.2; and

(v) a certificate of the Secretary of Buyer certifying, as complete and accurate as of the Closing, attached copies of the Governing Documents of Buyer and certifying and attaching all requisite resolutions or actions of Buyer's governing board approving the execution and delivery of this Agreement and the consummation of the Contemplated Transactions and certifying to the incumbency and signatures of the officers of Buyer executing this Agreement and any other document relating to the Contemplated Transactions.

(c) As additional consideration for the transaction the determination of the following (the "Final True Up") will take place between 120 and 140 days after the Closing and, in the event that the parties cannot agree on the foregoing, then either party

may submit such dispute to the Dispute Resolution Process. To the extent that Eligible Accounts (as hereinafter defined) and Eligible Unbilled Revenues (as hereinafter defined) sold to the Seller hereunder as of the Effective Time minus accounts payable assumed by the Buyer hereunder as of the Effective Time ("Final Computed Amount") is in an amount greater than zero (\$0) Dollars, then the Buyer shall immediately pay to the Seller the difference and to the extent that the Final Computed Amount is less than zero (\$0) Dollars, then the Seller shall immediately pay to the Buyer the difference. The payment in the foregoing sentence shall be net of any payments made pursuant to the second sentence of this Section. "Eligible Accounts" means Accounts Receivable outstanding as of the Effective Time that are actually collected by the Buyer within 90 days after the Effective Time and "Eligible Unbilled Accounts" means Unbilled Accounts outstanding as of the Effective Time that are actually collected by the Buyer within 120 days after the Effective Time.

(d) At the Closing, the Buyer shall have received (i) an opinion of counsel acceptable to the Buyer stating that neither the City of Gulf Breeze nor the City of Milton will be held liable, as a matter of law, for the liabilities of the Buyer and (ii) an opinion of counsel acceptable to the Buyer stating that upon the acquisition of the System by the Buyer, the rates, fees and charges for the services and facilities of the System are not subject to regulation by the Florida Public Service Commission or any local regulatory authority.

2.8 Consents

(a) If there are any Material Consents that have not yet been obtained (or otherwise are not in full force and effect) as of the Closing, in the case of each Seller Contract as to which such Material Consents were not obtained (or otherwise are not in full force and effect) (the "Restricted Material Contracts"), Buyer may waive the closing conditions as to any such Material Consent and either:

(i) elect to have Seller continue its efforts to obtain the Material Consents; or

(ii) elect to have Seller retain that Restricted Material Contract and all Liabilities arising therefrom or relating thereto; or

(iii) elect to have Seller require any other obligations under such contract to perform their obligations under such contract and remit to Seller the amounts due to such obligations, for payment by the Seller to such obligations.

If Buyer elects to have Seller continue its efforts to obtain any Material Consents and the Closing occurs, notwithstanding Sections 2.1 and 2.4, neither this Agreement nor the Assignment and Assumption Agreement nor any other document related to the consummation of the Contemplated Transactions shall constitute a sale, assignment,

assumption, transfer, conveyance or delivery or an attempted sale, assignment, assumption, transfer, conveyance or delivery of the Restricted Material Contracts, and following the Closing, the parties shall use Best Efforts, and cooperate with each other, to obtain the Material Consent relating to each Restricted Material Contract as quickly as practicable. Pending the obtaining of such Material Consents relating to any Restricted Material Contract, the parties shall cooperate with each other in any reasonable and lawful arrangements designed to provide to Buyer the benefits of use of the Restricted Material Contract for its term (or any right or benefit arising thereunder, including the enforcement for the benefit of Buyer of any and all rights of Seller against a third party thereunder). Once a Material Consent for the sale, assignment, assumption, transfer, conveyance and delivery of a Restricted Material Contract is obtained, Seller shall promptly assign, transfer, convey and deliver such Restricted Material Contract to Buyer, and Buyer shall assume the obligations under such Restricted Material Contract assigned to Buyer from and after the date of assignment to Buyer pursuant to a special-purpose assignment and assumption agreement substantially similar in terms to those of the Assignment and Assumption Agreement (which special-purpose agreement the parties shall prepare, execute and deliver in good faith at the time of such transfer, all at no additional cost to Buyer).

(b) If there are any Consents not listed on Exhibit 7.3 necessary for the assignment and transfer of any Seller Contracts to Buyer (the "Nonmaterial Consents") which have not yet been obtained (or otherwise are not in full force and effect) as of the Closing, Buyer shall elect at the Closing, in the case of each of the Seller Contracts as to which such Nonmaterial Consents were not obtained (or otherwise are not in full force and effect) (the "Restricted Nonmaterial Contracts"), whether to:

(i) accept the assignment of such Restricted Nonmaterial Contract, in which case, as between Buyer and Seller, such Restricted Nonmaterial Contract shall, to the maximum extent practicable and notwithstanding the failure to obtain the applicable Nonmaterial Consent, be transferred at the Closing pursuant to the Assignment and Assumption Agreement as elsewhere provided under this Agreement; or

(ii) reject the assignment of such Restricted Nonmaterial Contract, in which case, notwithstanding Sections 2.1 and 2.4, (A) neither this Agreement nor the Assignment and Assumption Agreement nor any other document related to the consummation of the Contemplated Transactions shall constitute a sale, assignment, assumption, conveyance or delivery or an attempted sale, assignment, assumption, transfer, conveyance or delivery of such Restricted Nonmaterial Contract, and (B) Seller shall retain such Restricted Nonmaterial Contract and all Liabilities arising therefrom or relating thereto.

3. Representations and Warranties of Seller

Seller represents and warrants to Buyer as of the Exhibit Delivery Date (as hereinafter defined) as follows:

3.1 Organization And Good Standing

(a) Seller is qualified to do business in the State of Florida. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under the Agreement. Complete and accurate copies of the Governing Documents of Seller, as currently in effect, will be provided to Buyer prior to Closing. .

(b) Seller has no Subsidiary and, except as disclosed to Buyer in writing prior to Closing, does not own any shares of capital stock or other securities of any other Person.

3.2 Enforceability; Authority; No Conflict

(a) This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms and each of Seller's Closing Documents will constitute the legal, valid, and binding obligation of Seller, enforceable against Sellers. Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action has been duly authorized by all necessary action by Seller's shareholders and board of directors.

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time):

(i) Breach (A) any provision of any of the Governing Documents of Seller or (B) any resolution adopted by the board of directors or the shareholders of Seller;

(ii) except as disclosed in Exhibit 7.3, Breach any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any Seller Contract; or

(iii) result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets.

(c) Except as provided under Section 367.071, Florida Statutes, and applicable equivalent County Regulatory provisions, Seller is not required to give any notice to or obtain any material consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions except as set forth in Exhibit 3.2(c).

3.3 Financial Statements

Seller has delivered or made available to Buyer: (a) an audited balance sheet of Seller as at December 31, 2001, 2000 and 1999 (including the notes thereto, the "Balance Sheet"), and the related audited statements of income, changes in shareholders' equity and cash flows for the fiscal year then ended, including in each case the notes thereto, together with the report thereon of Price Waterhouse Coopers, independent certified public accountants; and (b) an unaudited balance sheet of Seller as at July 31, 2002 (the "Interim Balance Sheet") and the related unaudited statement of income. Such financial statements fairly present the financial condition and the results of operations, changes in shareholders' equity and cash flows of Seller as of the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP.

3.4 Sufficiency of Assets

The Assets (a) constitute all of the assets, tangible and intangible, of any nature whatsoever, necessary to operate Seller's business in the manner presently operated by Seller and (b) include all of the operating assets of Seller.

3.5 Description of Land

Exhibit 3.5 contains a description of the Land.

3.6 Description of Leased Real Property

Exhibit 3.6 contains a description of the Leased Real Property.

3.7 Title to Assets; Encumbrances

(a) Seller owns good and marketable title to its respective estates in the Land, free and clear of any Encumbrances, other than:

(i) liens for Taxes for the current tax year which are not yet due and payable; and

(ii) those described in Exhibit 3.7 ("Real Estate Encumbrances").

To the extent in Seller's possession, true and complete copies of (A) all deeds, existing title insurance policies and surveys of or pertaining to the Real Property and (B)

all instruments, agreements and other documents evidencing, creating or constituting any Real Estate Encumbrances will be made available to Buyer promptly. Seller warrants to Buyer that, at the time of Closing, the Land shall be free and clear of all Real Estate Encumbrances other than those identified on Exhibit 3.7 as reasonably acceptable to Buyer ("Permitted Real Estate Encumbrances").

(b) Seller owns good and transferable title to all of the other Assets free and clear of any Encumbrances other than those described in Exhibit 3.7 ("Non-Real Estate Encumbrances"). Seller warrants to Buyer that, at the time of Closing, all other Assets shall be free and clear of all Non-Real Estate Encumbrances other than those identified on Exhibit 3.7 and which are reasonably acceptable to Buyer ("Permitted Non-Real Estate Encumbrances" and, together with the Permitted Real Estate Encumbrances "Permitted Encumbrances").

Seller makes no representations regarding title to or the sufficiency of Appurtenances to the Real Estate.

3.8 Taxes

(a) Tax Returns Filed and Taxes Paid. Seller has filed or caused to be filed on a timely basis all Tax Returns and all reports with respect to Taxes that are or were required to be filed pursuant to applicable Legal Requirements. All Tax Returns and reports filed by Seller are true, correct and complete. Seller has paid, or made provision for the payment of all Taxes that have or may have become due for all periods covered by the Tax Returns or otherwise, or pursuant to any assessment received by Seller, except such Taxes, if any, as are listed in Part 3.14(a) and are being contested in good faith. No claim has been made or is expected to be made by any Governmental Body in a jurisdiction where Seller does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no Encumbrances on any of the Assets that arose in connection with any failure (or alleged failure) to pay any Tax, and Seller has no knowledge of any basis for assertion of any claims attributable to Taxes which, if adversely determined, would result in any such Encumbrance.

(b) Buyer agrees to comply with the requirements of Section 196.295, Florida Statutes, Advalorem and Personal Property Taxes.

(c) Specific Potential Tax Liabilities and Tax Situations.

(i) Withholding. All Taxes that Seller is or was required by Legal Requirements to withhold, deduct or collect have been or will be duly withheld, deducted and collected and, to the extent required, have been paid to the proper Governmental Body or other Person.

3.9 Compliance With Legal Requirements; Governmental Authorizations

(a) Except as set forth in Exhibit 3.11, without representation that items on Exhibit 3.11 are Material:

(i) To Seller's knowledge, Seller is in compliance with each Legal Requirement that is applicable to it or to the conduct or operation of its business or the ownership or use of any of its assets;

(ii) No event has occurred or circumstance exists that (A) may constitute or result in a violation by Seller of, or a failure on the part of Seller to comply with, any Legal Requirement or (B) may give rise to any obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature; and

(iii) Seller has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible or potential violation of, or failure to comply with, any Legal Requirement or (B) any actual, alleged, possible or potential obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature.

(b) Exhibit 3.11(b) contains a complete and accurate list of each Governmental Authorizations that are held by Seller or that otherwise relates to Seller's business or the Assets. To Seller's knowledge, the Governmental Authorizations listed are valid and in full force and effect.

(i) Seller is in material compliance with all of the Material terms and requirements of the Governmental Authorizations;

(ii) No event has occurred or circumstance exists that may (A) constitute or result directly or indirectly in a material violation of or a material failure to comply with any material term or requirement of any Governmental Authorization or (B) result directly or indirectly in the revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any material Governmental Authorization;

(iii) Seller has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding (A) any actual, alleged, possible or potential violation of or failure to comply with any term or requirement of any Governmental Authorization or (B) any actual, proposed, possible or potential revocation, withdrawal, suspension, cancellation, termination of or modification to any Governmental Authorization, OTHER THAN such violations, failures, revocations, withdrawals, suspensions, cancellations,

terminations or modifications as have either been resolved with such Governmental Body or Person, or are not material to the successful operation of the System or to the results of such operations; and

(iv) To the best of Seller's knowledge, all applications required to have been filed for the renewal of the material Governmental Authorizations have been duly filed on a timely basis with the appropriate Governmental Bodies, and all other Material filings required to have been made with respect to such Governmental Authorizations have been duly made on a timely basis with the appropriate Governmental Bodies.

The Governmental Authorizations collectively constitute the Governmental Authorizations necessary to permit Seller to lawfully conduct and operate its business in the manner in which it currently conducts and operates such business and to permit Seller to own and use its assets in the manner in which it currently owns and uses such assets.

3.10 Legal Proceedings; Orders

(a) Except as set forth in Exhibit 3.12, there is no pending or, to Seller's knowledge, threatened Proceeding:

(i) by or against Seller or that otherwise relates to or may affect the business of, or any of the assets owned or used by, Seller; or

(ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions.

To the knowledge of Seller, no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such Proceeding. Seller will promptly deliver or provided access to Buyer copies of all pleadings, correspondence and other documents relating to each Proceeding listed in Exhibit 3.12. There are no Proceedings listed or required to be listed in Exhibit 3.12 that could have a Material adverse effect on the business, operations, assets, condition or prospects of Seller or upon the Assets.

(b) Except as set forth in Exhibit 3.12; to the knowledge of Seller, no officer, director, agent or employee of Seller is subject to any Order that prohibits such officer, director, agent or employee from engaging in or continuing any conduct, activity or practice relating to the business of Seller.

(c) Except as set forth in Exhibit 3.12:

(i) To Seller's knowledge, Seller is in Material compliance with all of the terms and requirements of each Order to which it or any of the Assets is or has been subject;

(ii) To Seller's knowledge, no event has occurred or circumstance exists that is reasonably likely to constitute or result in a violation of or failure to comply with any term or requirement of any Order to which Seller or any of the Assets is subject material to the operation of the System or a portion thereof; and

(iii) Seller has not received any notice or other communication (whether oral or written) from any Governmental Body or any other Person regarding any actual, alleged, possible or potential violation of, or failure to comply with, any term or requirement of any Order to which Seller or any of the Assets is or has been subject, that has not already been resolved.

3.10(A) Absence of Certain Changes and Events.

(a) Except as set forth in Exhibit 3.10(A), since July 1, 2002, Seller has conducted its business only in the Ordinary Course of Business, there has not been any material adverse change in its business and in the operation of the System, and there has not been:

(b) There has not been any damage to or destruction or loss of any Asset, whether or not covered by insurance that has not been replaced or which will not be replaced prior to the Effective Time;

(c) There has not been (to the extent the same might be material to the results of operations of the System or a portion thereof) a sale (other than sales of Inventories in the Ordinary Course of Business), lease or other disposition of any Asset or property of Seller (including the Intellectual Property Assets);

3.11 Contracts; No Defaults

(a) To the best of Seller's knowledge, Seller has delivered or made available to Buyer accurate and complete copies, of:

(i) each Seller Contract that involves performance of services or delivery of goods or materials by Seller of an amount or value in excess of \$10,000;

(ii) each Seller Contract that involves performance of services or delivery of goods or materials to Seller of an amount or value in excess of \$10,000;

(iii) each Seller Contract that was not entered into in the Ordinary Course of Business and that involves expenditures or receipts of Seller in excess of \$10,000;

(iv) each Seller Contract affecting the ownership of, leasing of, title to, use of or any leasehold or other interest in any real or personal property (except personal property leases and installment and conditional sales agreements having a value per item or aggregate payments of less than \$10,000 and with a term of less than one year);

(v) each Seller Contract with any labor union or other employee representative of a group of employees relating to wages, hours and other conditions of employment; each Seller Contract entered into other than in the Ordinary Course of Business that contains or provides for an express undertaking by Seller to be responsible for consequential damages;

(vi) each Seller Contract for capital expenditures in excess of \$10,000;

(vii) each Seller Contract not denominated in U.S. dollars;

(viii) each Seller Contract containing covenants that in any way purport to restrict Seller's business activity or limit the freedom of Seller to engage in any line of business or to compete with any Person;

(ix) each power of attorney of Seller that is currently effective and outstanding;

(x) each written warranty, guaranty, and/or similar undertaking with respect to contractual performance extended by Seller other than in the Ordinary Course of Business; and

(xi) each amendment, supplement and modification (whether oral or written) in respect of any of the foregoing.

(b) Except as set forth in Exhibit 7.3:

(i) each Contract which is to be assigned to or assumed by Buyer under this Agreement is in full force and effect and is valid and enforceable in accordance with its terms;

(ii) each Contract which is being assigned to or assumed by Buyer is assignable by Seller to Buyer without the consent of any other Person;

(c) Except as set forth in Exhibit 3.13 or 3.12:

(i) Seller is in compliance with all applicable terms and requirements of each Seller Contract which is being assumed by Buyer;

(ii) To Seller's knowledge, no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with or result in a Breach of, or give Seller or other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify, any Seller Contract that is being assigned to or assumed by Buyer;

(iii) To Seller's knowledge, no event has occurred or circumstance exists under or by virtue of any Contract that (with or without notice or lapse of time) would cause the creation of any Encumbrance affecting any of the Assets; and

(iv) Seller has not given to or received from any other Person any notice or other communication (whether oral or written) regarding any actual, alleged, possible or potential violation or Breach of, or default under, any Contract which is being assigned to or assumed by Buyer.

(d) There are no renegotiations of, attempts to renegotiate or outstanding rights to renegotiate any material amounts paid or payable to Seller under current or completed Contracts with any Person having the contractual or statutory right to demand or require such renegotiation and no such Person has made written demand for such renegotiation.

3.12 Environmental Matters

Except as disclosed in Exhibit 3.13:

(e) Seller is in material compliance with and is not in material violation of or liable under, any Environmental Law. Seller has no basis to expect any actual or threatened order, notice or other communication from (i) any Governmental Body or private citizen acting in the public interest or (ii) the current or prior owner or operator of any Facilities, of any actual or potential violation or failure to Materially comply with any Environmental Law, or of any actual or threatened obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to any Facility or other property or asset (whether real, personal or mixed) in which Seller has or had an interest, or with respect to any property or Facility at or to which Hazardous Materials were generated, manufactured, refined, transferred, imported, used or processed by Seller.

(f) There are no pending or, to the knowledge of Seller, threatened claims, Encumbrances, or other restrictions of any Material nature resulting from any Environmental, Health and Safety Liabilities or arising under or pursuant to any

Environmental Law with respect to or affecting any Facility or any other property or asset (whether real, personal or mixed) in which Seller has or had an interest.

(g) Seller has no knowledge of or any basis to expect nor has received, any citation, directive, inquiry, notice, Order, summons, warning or other communication that relates to Hazardous Activity, Hazardous Materials, or any alleged, actual, or potential violation or failure to materially comply with any Environmental Law, or of any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to any Facility or property or asset (whether real, personal or mixed) in which Seller has or had an interest, or with respect to any property or facility to which Hazardous Materials generated, manufactured, refined, transferred, imported, used or processed by

(h) Seller has no Material Environmental, Health and Safety Liabilities with respect to any Facility or, to the knowledge of Seller, with respect to any other property or asset (whether real, personal or mixed) in which Seller (or any predecessor) has or had an interest or at any property geologically or hydrologically adjoining any Facility or any such other property or asset.

(i) There are no Hazardous Materials present on or in the Environment at any Facility or at any geologically or hydrologically adjoining property, that are not in material compliance with Environmental Laws, including any Hazardous Materials contained in barrels, aboveground or underground storage tanks, landfills, land deposits, dumps, equipment (whether movable or fixed) or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Facility or such adjoining property, or incorporated into any structure therein or thereon. Seller has not permitted or conducted, or is aware of, any Hazardous Activity conducted with respect to any Facility or any other property or assets (whether real, personal or mixed) in which Seller has or had an interest except in full compliance with all applicable Environmental Laws.

(j) There has been no material Release or, to the knowledge of Seller, Threat of Release, of any Hazardous Materials at or from any Facility or at any other location where any Hazardous Materials were generated, manufactured, refined, transferred, produced, imported, used, or processed from or by any Facility, or from any other property or asset (whether real, personal or mixed) in which Seller has or had an interest, or to the knowledge of Seller any geologically or hydrologically adjoining property.

(k) Seller has delivered or made available to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by Seller pertaining to Hazardous Materials or Hazardous Activities in, on, or under the Facilities, or concerning compliance, by Seller with Environmental Laws including, but not limited to the environmental assessments listed in Exhibit 3.13

(1) Notwithstanding any provision contained herein to the contrary:

(i) Seller shall not be responsible for any costs associated with contamination which has come to be located on or below the Property solely as the result of subsurface migration in an aquifer from a source or sources outside the Property, provided that (a) the Seller did not cause, contribute to, or exacerbate the release or threat of release of the contaminants through an act or omission; (b) the person that caused the release is not an agent or employee of the Seller, and was not in a direct or indirect contractual relationship with the Seller; and (c) there is no alternative basis for the Seller's liability for the contaminated aquifer, such as liability as a generator or transporter of hazardous substances under Section 107(a) (3) and (4) of the Federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or liability as an owner by reason of the existence of a source of contamination on the Seller's property other than the contamination that migrated in an aquifer from a source outside the Property.

(ii) Seller shall not be required to pay for the costs of rehabilitation of environmental contamination resulting from a discharge of petroleum products that is eligible for restoration funding from the Inland Protection Trust Fund pursuant to Chapter 376, Florida Statutes, in advance of commitment of restoration funding in accordance with the sites priority ranking pursuant to Section 376.3071(5)(a), Florida Statutes. In the event that Buyer determines that rehabilitation of petroleum contamination must occur earlier than the priority ranking established by the Florida Department of Environmental Protection, Buyer may request an assignment by Seller of all rights to reimbursement from the Inland Protection Trust Fund for such site and proceed with rehabilitation. Seller shall provide an assignment of all rights to reimbursement within ten (10) days of receipt of a request from a Buyer.

3.13 Employee Benefits

(a) Exhibit 3.16(a) contains and lists the following in connection with the current employees of the System: (i) any collective bargaining agreement not otherwise referenced in this Agreement or any employment agreement not terminable on thirty (30) days notice, (ii) each defined benefit plan and defined contribution plan, stock option or ownership plan, executive compensation, bonus, incentive compensation or deferred compensation plan, (iii) vacation pay, medical, dental, disability or death benefit plan, and (iv) any other employee benefit plan, program, arrangement, agreement or policy, including without limitation each "employee benefit plan" within the meaning of Section 3(3) of ERISA, in each case which is maintained or contributed to or by Seller, (collectively the "Employee Plans"). Seller will promptly deliver to Buyer true, accurate and complete copies of the documents comprising each Employee plan (or, with respect to any Employee Plan which is unwritten, a detailed written description of eligibility, participation, benefits, funding arrangements, assets and any other matters which relate to the obligations of Seller.

(b) Except as shown on Exhibit 3.13(b), neither Seller nor any fiduciary of an Employee Plan has engaged in a transaction with respect to any Employee Plan that, assuming the taxable period of such transaction expired as of the date hereof, could subject Seller or Buyer to a Tax or penalty imposed by either Section 4975 of the Code or Section 502(1) of ERISA or a violation of Section 406 of ERISA.

(c) Except as shown on Exhibit 3.13(c), with respect to any Employee Plan or any other such plan maintained by a corporation or trade or business controlled by, controlling or under common control with Seller within the meaning of Section 414 of the Code (collectively the "Controlled Group Plans"):

(i) Full payment has been made of all amounts that are required under the terms of each Controlled Group Plan to be paid as contributions with respect to all periods prior to and including the last day of the most recent fiscal year of such Controlled group Plan ended on or before the date of this Agreement and all periods thereafter prior to the Closing Date, and no accumulated funding deficiency or liquidity shortfall (as those terms are defined in Section 412 of the Code) has been incurred with respect to any such Employee Plan, whether or not waived.

(ii) No Controlled Group Plan, if subject to Title IV of ERISA, has been completely or partially terminated, nor has any event occurred nor does any circumstance exist that could result in the partial termination of any such Controlled Group Plan.

(iii) The form of all Controlled Group Plans is in substantial compliance with the applicable terms of ERISA, the Code, and any other applicable laws, including the Americans with Disabilities Act of 1990, the Family Medical Leave Act of 1993 and the Health Insurance Portability and Accountability Act of 1996, and such plans have been operated in compliance with such laws and the written Controlled Group Plan documents.

(iv) Neither Seller nor any corporation or trade or business controlled by, controlling or under common control with Seller within the meaning of Section 414 of the Code contributes or is obligated to contribute to any multiemployer plan (as defined in Section 3(37) of ERISA) or has completely or partially withdrawn from (as defined in ERISA Sections 4203 or 4205) any multiemployer plan under any circumstances which would impose any Liability on Buyer.

(d) Except as shown on Exhibit 3.13(d), Seller has, at all times, complied, and currently complies, in all material respects with the applicable continuation requirements for its welfare plans, including (i) Section 4980B of the Code (as well as its predecessor provision, Section 162(k) of the Code) and Section 601 through 608, inclusive, of ERISA (collectively "COBRA") and (ii) any applicable state statutes mandating health insurance continuation coverage for employees.

(e) Except for the continuation coverage requirements of COBRA, and except as shown on Exhibit 3.13(e) Seller has no obligations or potential liability for benefits to employees, former employees or their respective dependents following termination of employment or retirement under any of the Employee Plans that are welfare benefit plans as defined in Section 3(1) of ERISA

3.14 Intellectual Property Assets

(a) The term "Intellectual Property Assets" means all intellectual property owned or licensed (as licensor or licensee) by Seller in which Seller has a proprietary interest, including:

(iii) Seller's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications (collectively, "Marks");

(iv) all patents, patent applications and inventions and discoveries that may be patentable (collectively, "Patents");

(v) all registered and unregistered copyrights in both published works and unpublished works (collectively, "Copyrights");

(vi) all rights in mask works;

(vii) all know-how, trade secrets, confidential or proprietary information, customer lists, Software, technical information, data, process technology, plans, drawings and blue prints (collectively, "Trade Secrets"); and

(viii) all rights in internet web sites and internet domain names presently used by Seller (collectively "Net Names").

(b) Exhibit 3.14 contains a complete and accurate list and summary description and Seller has delivered to Buyer accurate and complete copies, of all Intellectual Property Assets, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available Software programs with a value of less than \$500 under which Seller is the licensee except as otherwise indicated on the foregoing exhibit. Except as set forth in Exhibit 3.14, the Intellectual Property Assets are all those necessary for the operation of Seller's business as it is currently conducted. Seller is the owner or licensee of all right, title and interest in and to each of the Intellectual Property Assets, free and clear of all Encumbrances, and has the right to use and transfer without payment to a Third Party all of the Intellectual Property Assets, other than in respect of licenses listed in Exhibit 3.14. To Seller's knowledge, no Intellectual Property Asset is infringed, or to Seller's knowledge, has been challenged or threatened in any way and does not infringe the intellectual property rights of any Third Party.

3.15 Brokers Or Finders

Neither Seller nor any of its Representatives have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with the sale of Seller's business or the Assets or the Contemplated Transactions.

3.16 Disclosure

(m) No Material representation or warranty made by Seller in this Agreement contains any Material untrue statement or omits to state a Material fact necessary to make any of them, in light of the circumstances in which it was made, not misleading.

3.17 Employees

Exhibit 3.23(a) contains a complete and accurate list of the following information for each employee and director of Seller, including each employee on leave of absence or layoff status: name; job title; date of hiring or engagement; date of commencement of employment or engagement; current compensation paid or payable and any change in compensation since July 1, 2002; sick and vacation leave that is accrued but unused; and service credited for purposes of vesting and eligibility to participate under any Employee Plan, or any other employee or director benefit plan, except as otherwise indicated on said exhibit.

3.18 Labor Disputes; Compliance

(a) Except as shown on Exhibit 3.18, Seller has complied in all material respects with all Legal Requirements relating to employment practices, terms and conditions of employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, benefits, collective bargaining and other requirements under state or federal law, the payment of social security and similar Taxes and occupational safety and health. Seller is not liable for the payment of any Taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing Legal Requirements.

(b) Except as shown on Exhibit 3.18, (i) Seller has not been, and is not now, a party to any collective bargaining agreement or other labor contract; (ii) there has not been, there is not presently pending or existing, and to Seller's knowledge there is not threatened, any strike, slowdown, picketing, work stoppage or employee grievance process involving Seller; (iii) to Seller's knowledge no event has occurred or circumstance exists that could provide the basis for any work stoppage or other labor dispute; (iv) there is not pending or, to Seller's knowledge, threatened against or affecting Seller any Proceeding relating to the alleged violation of any Legal Requirement pertaining to labor relations or employment matters, including any charge or complaint

filed with the National Labor Relations Board or any comparable Governmental Body, and there is no organizational activity or other labor dispute against or affecting Seller or the Facilities; (v) no application or petition for an election of or for certification of a collective bargaining agent is pending; (vi) no grievance or arbitration Proceeding exists that might have an adverse effect upon Seller or the conduct of its business; (vii) there is no lockout of any employees by Seller, and no such action is contemplated by Seller; and (viii) to Seller's knowledge there has been no pending charge of discrimination filed against or threatened against Seller with the Equal Employment Opportunity Commission or similar Governmental Body or any pending employment discrimination, wrongful discharge, retaliation lawsuits or lawsuits alleging whistleblowing.

3.19 Capital Program.

The Capital Improvement Plan Requirement, exclusive of the cost of any Remedial Capital Projects and any Remedial Capital Project Amounts, includes sufficient moneys to satisfy all obligations owned by the Seller under developer agreements assumed by the Buyer.

4. Representations and Warranties of Buyer

Buyer represents and warrants to Seller as follows:

4.1 Organization and Good Standing

Buyer is a governmental entity duly organized, validly existing and in good standing under the laws of the State of Florida, with full governmental power and authority to conduct its business as it is now conducted and to complete the transactions contemplated by this Agreement.

4.2 Authority; No Conflict

(a) This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of the agreements to be executed or delivered by Buyer at Closing (collectively, the "Buyer's Closing Documents"), each of the Buyer's Closing Documents will constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Buyer's Closing Documents and to perform its obligations under this Agreement and the Buyer's Closing Documents, and such action has been duly authorized by all necessary corporate action.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the Contemplated Transactions by Buyer will give any Person the right to prevent, delay or otherwise interfere with any of the Contemplated Transactions pursuant to:

- (i) any provision of Buyer's Governing Documents;
- (ii) any resolution adopted by the board of directors or the shareholders of Buyer;
- (iii) any Legal Requirement or Order to which Buyer may be subject; or
- (iv) any Contract to which Buyer is a party or by which Buyer may be bound.

Buyer is not and will not be required to obtain any Consent from any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the Contemplated Transactions.

4.3 Certain Proceedings

There is no pending Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions. To Buyer's knowledge, no such Proceeding has been threatened.

4.4 Brokers Or Finders

Neither Buyer nor any of its Representatives have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with the Contemplated Transactions.

5. Covenants of Seller Prior to Closing

5.1 Access and Investigation

Between the date of this Agreement and the Closing Date, and upon reasonable advance notice received from Buyer and subject to any applicable confidentiality obligations, Seller shall (a) afford Buyer and its Representatives and prospective lenders, underwriters, and their Representatives (collectively, "Buyer Group") full and free access, during regular business hours, to Seller's personnel, properties (including subsurface testing), Contracts, Governmental Authorizations, books and Records and other documents and data, such rights of access to be exercised in a manner that does not unreasonably interfere with the operations of Seller; (b) furnish Buyer Group with copies of all such Contracts, Governmental Authorizations, books and Records and other existing documents and data as Buyer may reasonably request; (c) furnish Buyer Group with such additional financial, operating and other relevant data and information as Buyer may reasonably request; and (d) otherwise cooperate and assist, to the extent reasonably requested by Buyer, with Buyer's investigation of the properties, assets and financial condition related to Seller. In addition, Buyer shall have the right to have the Real

Property and Tangible Personal Property inspected by Buyer Group, at Buyer's sole cost and expense, for purposes of determining the physical condition and legal characteristics of the Real Property and Tangible Personal Property. In the event subsurface or other destructive testing is recommended by any of Buyer Group, Buyer shall be permitted to have the same performed with the prior consent of Seller, which shall not be unreasonably withheld.

5.2 Operation of the Business of Seller

Between the date of this Agreement and the Closing, Seller shall:

(a) conduct its business in the Ordinary Course of Business;

(b) except as otherwise directed by Buyer in writing, and without making any commitment on Buyer's behalf, use its Best Efforts to preserve intact its current business organization, keep available the services of its officers, employees and agents and maintain its relations and good will with suppliers, customers, landlords, creditors, employees, agents and others having business relationships with it;

(c) confer with Buyer prior to implementing operational decisions of a Material nature;

(d) otherwise report periodically to Buyer concerning the status of its business, operations and finances;

(e) make no Material changes in senior management personnel identified by Buyer in Section 2.7, without prior consultation with Buyer;

(f) maintain the Assets in a state of repair and condition that complies with Legal Requirements and is consistent with the requirements and normal conduct of Seller's business;

(g) keep in full force and effect, without amendment, all rights relating to Seller's business;

(h) comply with all Legal Requirements and contractual obligations applicable to the operations of Seller's business;

(i) cooperate with Buyer and assist Buyer in identifying the Governmental Authorizations required by Buyer to operate the business from and after the Closing Date and either transferring existing Governmental Authorizations of Seller to Buyer, where permissible, or obtaining new Governmental Authorizations for Buyer;

(j) upon request from time to time, execute and deliver all documents, make all truthful oaths, testify in any Proceedings and do all other acts that may be reasonably

necessary to consummate the Contemplated Transactions, all without further consideration; and

(k) maintain all books and Records of Seller relating to Seller's business in the Ordinary Course of Business.

5.3 Negative Covenant

Except as otherwise expressly permitted herein, between the date of this Agreement and the Closing Date, Seller shall not without the prior written Consent of Buyer which shall not be unreasonably withheld and which shall be promptly acted upon by Buyer, (a) make any modification to any material Contract or Governmental Authorization; or (b) allow the levels of raw materials, supplies or other materials included in the Inventories to vary Materially from the levels customarily maintained.

5.4 Required Approvals

As promptly as practicable after the date of this Agreement, Seller shall make all filings required by Legal Requirements to be made by it in order to consummate the Contemplated Transactions. Seller also shall cooperate with Buyer and its Representatives with respect to all filings that Buyer elects to make or, pursuant to Legal Requirements, shall be required to make in connection with the Contemplated Transactions. Seller also shall cooperate with Buyer and its Representatives in obtaining all Material Consents.

5.5 Notification

Between the date of this Agreement and the Closing, Seller shall promptly notify Buyer in writing if any of them becomes aware of (a) any fact or condition that causes or constitutes a Breach of any of Seller's representations and warranties made as of the date of this Agreement or (b) the occurrence after the date of this Agreement of any fact or condition that would or be reasonably likely to (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had that representation or warranty been made as of the time of the occurrence of, or Seller's discovery of, such fact or condition. During the same period, Seller also shall promptly notify Buyer of the occurrence of any Breach of any covenant of Seller in this Article 5 or of the occurrence of any event that may make the satisfaction of the conditions in Article 7 impossible or unlikely.

5.6 No Negotiation

Until such time as this Agreement shall be terminated pursuant to Section 9.1, Seller shall not directly or indirectly solicit, initiate, encourage or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to or consider the merits of any inquiries or proposals from any Person (other than Buyer)

relating to any business combination transaction involving Seller or the System (other than in the Ordinary Course of Business).

5.7 Best Efforts

Seller shall use their Best Efforts to cause the conditions in the Agreement to be satisfied and on or before the Closing, Seller shall (a) amend its Governing Documents and take all other actions necessary to change its name to one sufficiently dissimilar to Seller's present name, in Buyer's judgment, to avoid confusion and (b) take all actions requested by the Buyer to either assume such name as an assumed name or to change its name to Seller's present name.

5.8 Payment Of Liabilities

Seller shall pay or otherwise satisfy in the Ordinary Course of Business all of its Liabilities and obligations as they come due.

5.9 Current Evidence of Title

(a) As soon as is reasonably possible, and in no event later than thirty (30) Business Days after the date of this Agreement, Seller shall furnish to Buyer, at Seller's expense, for each parcel listed in Exhibit 3.5:

(i) from Commonwealth Land Title Insurance Company (the "Title Policy") (the "Title Insurer"):

(1) a title commitment or title commitments issued by the Title Insurer to insure title to each parcel listed in Exhibit 3.5, , in the aggregate amount of that portion of the Purchase Price allocated to the Land , as specified in Part 2.5, covering such Land , naming Buyer as the proposed insured and having an effective date after the date of this Agreement, wherein the Title Insurer shall agree to issue an ALTA form owner's title insurance policy 1992 (ID-17-92) with Florida modifications (collectively the "Title Commitment"); and

(2) copies of all recorded documents listed as Schedule B-1 matters to be terminated or satisfied in order to issue the policy described in the Title Commitment or as special Schedule B-2 exceptions thereunder (the "Recorded Documents").

(b) The Title Commitment shall include the Title Insurer's requirements for issuing its title policy, which requirements shall be met by Seller on or before the Closing Date (including those requirements that must be met by releasing or satisfying monetary

Encumbrances, but excluding Encumbrances that will remain after Closing and those requirements that are to be met solely by Buyer).

(c) If any of the following shall occur (collectively, a "Title Objection"):

(i) The Title Commitment or other evidence of title or search of the appropriate real estate records discloses that any party other than Seller has title to the insured estate covered by the Title Commitment;

(ii) any title exception is disclosed in Schedule B to any Title Commitment that is not one of the Permitted Real Estate Encumbrances or one that Seller specifies when delivering the Title Commitment to Buyer as one that Seller will cause to be deleted from the Title Commitment concurrently with the Closing, including (A) any exceptions that pertain to Encumbrances securing any loans that do not constitute an Assumed Liability and (B) any exceptions that Buyer reasonably believes could materially and adversely affect Buyer's use and enjoyment of the Land described therein; or

(iii) any Survey discloses any matter that Buyer reasonably believes could materially and adversely affect Buyer's use and enjoyment of the Land described therein;

then Buyer shall notify Seller in writing ("Buyer's Notice") of such matters within [ten (10)] business days after receiving all of the Title Commitment, Survey and copies of Recorded Documents for the Facility covered thereby.

(d) Seller shall use its Best Efforts to cure each Title Objection and take all steps required by the Title Insurer to eliminate each Title Objection as an exception to the Title Commitment. Any Title Objection that the Title Company is willing to insure over on terms acceptable to Seller and Buyer is herein referred to as an "Insured Exception." The Insured Exceptions, together with any title exception or matters disclosed by the Survey not objected to by Buyer in the manner aforesaid shall be deemed to be acceptable to Buyer.

(e) Nothing herein waives Buyer's right to claim a breach of Section 3.9(a) or to claim a right to indemnification as provided in Section 11.2 if Buyer suffers Material Damages as a result of a misrepresentation with respect to the condition of title to the Land.

(f) Seller shall use its best efforts to comply with the requirements of Schedule B Section 1 of the Title Commitment. At the Closing, Seller shall identify any Schedule B Section 1 requirements that cannot be satisfied as of the Closing. Seller and Buyer shall agree on a post-Closing process to satisfy these requirements (the "Post-Closing Schedule B Requirements"). Seller shall indemnify as to all Post-Closing Schedule B requirements

that are not satisfied in accordance with the agreed upon post-Closing process shall be identified by Seller in writing to Buyer.

6. Covenants of Buyer Prior to Closing

6.1 Required Approvals

As promptly as practicable after the date of this Agreement, Buyer shall make, or cause to be made, all filings required by Legal Requirements to be made by it to consummate the Contemplated Transactions. Buyer also shall cooperate, and cause its Related Persons to cooperate, with Seller (a) with respect to all filings Seller shall be required by Legal Requirements to make and (b) in obtaining all Consents identified in Exhibit 7.3, provided, however, that Buyer shall not be required to dispose of or make any change to its business, expend any Material funds or incur any other Material burden in order to comply with this Section 6.1.

6.2 Best Efforts

Buyer shall use its Best Efforts to cause the conditions in this Agreement to be satisfied.

7. Conditions Precedent to Buyer's Obligation to Close

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

7.1 Accuracy of Representations

(a) All of Seller's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been accurate as of the Exhibit Delivery Date, and shall be accurate in all material respects as of the time of the Closing as if then made.

(b) Each of the representations and warranties in Sections 3.2(a) and 3.4, and each of the representations and warranties in this Agreement that contains an express materiality qualification, shall be accurate in all respects as of the time of the Closing as if then made.

7.2 Seller's Performance

All of the covenants and obligations that Seller are required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered

collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all Material respects.

7.3 Consents

Each of the Material Consents to be identified by Buyer and agreed to by Seller in Exhibit 7.3 prior to Closing (the "Material Consents") shall have been obtained and shall be in full force and effect which Exhibit shall be attached hereto on or before the time the Due Diligence set forth in Section 13.15 is completed.

7.4 Additional Documents

Seller shall have caused the documents and instruments required by Section 2.7(a) and the following documents to be delivered (or made available) to Buyer:

(a) The articles of incorporation and all amendments thereto of Seller, duly certified as of a recent date by the Secretary of State;

(b) A legal opinion reasonably satisfactory to Buyer; and

(c) Such other documents as Buyer may reasonably request for the purpose of:

(i) evidencing the accuracy of any of Seller's representations and warranties;

(ii) evidencing the performance by Seller of, or the compliance by Seller with, any covenant or obligation required to be performed or complied with by Seller;

(iii) evidencing the satisfaction of any condition referred to in this Article 7;

(iv) otherwise facilitating the consummation or performance of any of the Contemplated Transactions; or

(v) evidence showing the release of all liens, security interests, and other encumbrances other than Permitted Encumbrances (but excluding any Permitted Encumbrances that encumber the Assets held by any entity which has provided or may provide financing to the Seller)

7.5 No Conflict

Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly, Materially contravene or conflict with or result in a Material violation of or cause Buyer or any Related Person of Buyer to suffer any Material adverse consequence under (a) any applicable Legal Requirement or Order or

(b) any valid Legal Requirement or Order that has been entered by any Governmental Body.

8. Conditions Precedent to Seller's Obligation to Close

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller in whole or in part):

8.1 Accuracy of Representations

All of Buyer's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been accurate in all Material respects as of the date of this Agreement and shall be accurate in all Material respects as of the time of the Closing as if then made.

8.2 Buyer's Performance

All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been performed and complied with in all Material respects.

8.3 Additional Documents

Buyer shall have caused a legal opinion satisfactory to Seller to be supplied and the documents and instruments required by Section 2.7(b) and the following documents to be delivered or made available to Seller:

(a) such other documents as Seller may reasonably request for the purpose of:

(i) evidencing the accuracy of any representation or warranty of Buyer,

(ii) evidencing the performance by Buyer of, or the compliance by Buyer with, any covenant or obligation required to be performed or complied with by Buyer or

(iii) evidencing the satisfaction of any condition referred to in this Article

8.4 No Injunction

There shall not be in effect any Legal Requirement or any injunction or other Order that (a) prohibits the consummation of the Contemplated Transactions and (b) has

been adopted or issued, or has otherwise become effective, since the date of this Agreement.

9. Termination

9.1 Termination Events

By notice given prior to or at the Closing, subject to Section 9.2, this Agreement may be terminated as follows:

(a) by Buyer if a material Breach of any provision of this Agreement has been committed by Seller and such Breach has not been waived by Buyer;

(b) by Seller if a material Breach of any provision of this Agreement has been committed by Buyer and such Breach has not been waived by Seller;

(c) by Buyer if any condition in Article 7 has not been satisfied as of the date specified for Closing in the first sentence of Section 2.6 or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement), and Buyer has not waived such condition on or before such date;

(d) by Seller if any condition in Article 8 has not been satisfied as of the date specified for Closing in the first sentence of Section 2.6 or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement), and Seller has not waived such condition on or before such date;

(e) by mutual consent of Buyer and Seller;

(f) by Buyer if the Closing has not occurred on or before December 15, 2002 or such later date as the parties may agree upon, unless the Buyer is in material Breach of this Agreement; or

(g) by Seller if the Closing has not occurred on or before December 15, 2002 or such later date as the parties may agree upon, unless the Seller is in material Breach of this Agreement.

9.2 Effect Of Termination

Each party's right of termination under Section 9.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 9.1, all obligations of the parties under this Agreement will terminate, except that the obligations of the parties in this Section 9.2 and Articles 12 and 13 (except for

those in Section 13.5) will survive, provided, however, that, if this Agreement is terminated because of a Breach of this Agreement by the non-terminating party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired. Furthermore, notwithstanding any such termination, the Seller shall immediately upon termination pay to the Buyer the Due Diligence Amount.

Neither Buyer nor Seller shall be liable to the other in the event that after the execution of this Agreement there occurs (i) a change of law that prevents the Closing, (ii) any action by a third party that prevents the Closing or (iii) any order by a Governmental Agency or court that prevents the Closing. Both parties agree to diligently defend against a third party attempt to prevent a Closing.

10. Additional Covenants

10.1 Employees and Employee Benefits

(a) Information on Active Employees. For the purpose of this Agreement, the term "Active Employees" shall mean all employees employed on the Closing Date by Seller for its business who are employed exclusively in Seller's business as currently conducted, including employees on temporary leave of absence, including family medical leave, military leave, temporary disability or sick leave, but excluding employees on long-term disability leave.

(b) Employment of Active Employees by Buyer.

(i) Buyer will make offers of employment to all employees who meet the standards set forth on Exhibit 10.1(b) which Buyer will supply to Seller which is accepted by Seller in the exercise of its reasonable judgment and Buyer may interview all Active Employees. Buyer will provide Seller with a list of Active Employees to whom Buyer has made an offer of employment that has been accepted to be effective on the Closing Date (the "Hired Active Employees"). Subject to Legal Requirements, Buyer will have reasonable access to the Facilities and personnel Records (including performance appraisals, disciplinary actions, grievances and medical Records) of Seller for the purpose of preparing for and conducting employment interviews with all Active Employees and will conduct the interviews as expeditiously as possible prior to the Closing Date. Access will be provided by Seller upon reasonable prior notice during normal business hours. Effective immediately before the Closing, Seller will terminate the employment of all Hired Active Employees.

(ii) Neither Seller nor its Related Persons shall solicit the continued employment of any Active Employee (unless and until Buyer has informed Seller

in writing that the particular Active Employee will not receive any employment offer from Buyer) or the employment of any Hired Active Employee after the Closing. Buyer shall inform Seller promptly of the identities of those Active Employees to whom it will not make employment offers, and Seller shall assist Buyer in complying with the WARN Act as to those Active Employees.

(iii) It is understood and agreed that (A) Buyer's expressed intention to extend offers of employment as set forth in this section shall not constitute any commitment, Contract or understanding (expressed or implied) of any obligation on the part of Buyer to a post-Closing employment relationship of any fixed term or duration or upon any terms or conditions other than those that Buyer may establish pursuant to individual offers of employment, and (B) employment offered by Buyer is "at will" and may be terminated by Buyer or by an employee at any time for any reason (subject to any written commitments to the contrary made by Buyer or an employee and Legal Requirements). Nothing in this Agreement shall be deemed to prevent or restrict in any way the right of Buyer to terminate, reassign, promote or demote any of the Hired Active Employees after the Closing or to change adversely or favorably the title, powers, duties, responsibilities, functions, locations, salaries, other compensation or terms or conditions of employment of such employees.

(c) Salaries and Benefits.

(i) Seller shall be responsible for (A) the payment of all wages and other remuneration due to Active Employees with respect to their services as employees of Seller through the close of business on the Closing Date, including pro rata bonus payments and all vacation pay earned prior to the Closing Date; (B) the payment of any termination or severance payments and the provision of health plan continuation coverage in accordance with the requirements of COBRA and Sections 601 through 608 of ERISA; and (C) any and all payments to employees required under the WARN Act.

(ii) Seller shall be liable for any claims made or incurred by Active Employees and their beneficiaries through the Closing Date under the Employee Plans. For purposes of the immediately preceding sentence, a claim will be deemed incurred, in the case of hospital, medical or dental benefits, when the services that are the subject of the charge are performed and, in the case of other benefits (such as disability or life insurance), when an event has occurred or when a condition has been diagnosed that entitles the employee to the benefit.

(d) No Transfer of Assets. Neither Seller nor its Related Persons will any transfer of pension or other employee benefit plan assets to Buyer.

(e) Terms of Employment. Buyer will set its own initial terms and conditions of employment for the Hired Active Employees and others it may hire, including work

rules, benefits and salary and wage structure, all as permitted by law, provide such terms and conditions shall be in the aggregate substantially similar in value to the terms and conditions of such Hired Active Employees under the Seller's employ as disclosed to Buyer herein. Buyer is not obligated to assume any collective bargaining agreements under this Agreement. Seller shall be solely liable for any severance payment required to be made to its employees due to the Contemplated Transactions. Any bargaining obligations of Buyer with any union with respect to bargaining unit employees subsequent to the Closing, whether such obligations arise before or after the Closing, shall be the sole responsibility of Buyer.

(f) General Employee Provisions.

(i) Seller and Buyer shall give any notices -required by Legal Requirements and take whatever other actions with respect to the plans, programs and policies described in this Section 10.1 as may be necessary to carry out the arrangements described in this Section 10.1.

(ii) Seller and Buyer shall provide each other with such plan documents and summary plan descriptions, employee data or other information as may be reasonably required to carry out the arrangements described in this Section 10.1.

(iii) If any of the arrangements described in this Section 10.1 are determined by the IRS or other Governmental Body to be prohibited by law, Seller and Buyer shall modify such arrangements to as closely as possible reflect their expressed intent and retain the allocation of economic benefits and burdens to the parties contemplated herein in a manner that is not prohibited by law.

(iv) Seller shall provide Buyer with completed 1-9 forms and attachments with respect to all Hired Active Employees, except for such employees as Seller certifies in writing to Buyer are exempt from such requirement.

(v) Buyer shall not have any responsibility, liability or obligation, whether to Active Employees, former employees, their beneficiaries or to any other Person, with respect to any employee benefit plans, practices, programs or arrangements (including the establishment, operation or termination thereof and the notification and provision of COBRA coverage extension) maintained by Seller.

(vi) Seller will require certain assistance from certain Hired Active Employees to process post-Closing obligations of Seller, including, but not limited to, filings with the Florida Public Service Commission and other regulatory agencies and federal wage and tax filings (collectively the "Post-Closing Obligations"), and Buyer agrees to provide the services of such necessary employees to assist Seller with its Post-Closing Obligations. Such assistance shall not unreasonably interfere with the necessary employees' regular duties for Buyer.

As consideration to Buyer for assistance with Seller's Post-Closing Obligations, Seller shall pay Buyer the sum of Fifty Thousand Dollars (\$50,000.00), which sum shall be credited to Buyer at the Closing.

10.2 Payment of all Taxes Resulting From Sale of Assets by Seller

Seller shall pay in a timely manner all Taxes resulting from or payable in connection with the sale of the Assets pursuant to this Agreement, regardless of the Person on whom such Taxes are imposed by Legal Requirements.

10.3 Payment of Other Retained Liabilities

In addition to payment of Taxes pursuant to Section 10.2, Seller shall pay, or make adequate provision for the payment, in full all of the Retained Liabilities and other Liabilities of Seller under this Agreement. If any such Liabilities are not so paid or provided for, or if Buyer reasonably determines that failure to make any payments will impair Buyer's use or enjoyment of the Assets or conduct of the business previously conducted by Seller with the Assets, Buyer may, upon ten (10) days notice, at any time after the Closing Date, elect to make all such payments directly (but shall have no obligation to do so) and set off and deduct the full amount of all such payments from the first maturing installments of the unpaid principal balance of the Note pursuant to Section 11.8. Buyer shall receive full credit under the Note and this Agreement for all payments so made.

10.4 Removing Excluded Assets

Within sixty (60) days after the Closing Date, Seller shall remove all Excluded Assets (other than the Capital Charges provided for in Section 2.2 hereof) from all Facilities and other Land to be occupied by Buyer. Such removal shall be done in such manner as to avoid any damage to the Facilities and other properties to be occupied by Buyer and any disruption of the business operations to be conducted by Buyer after the Closing. Any damage to the Assets or to the Facilities resulting from such removal shall be paid by Seller. Should Seller fail to remove the Excluded Assets as required by this Section, Buyer shall have the right, but not the obligation, (a) to remove the Excluded Assets at Seller's sole cost and expense; (b) to store the Excluded Assets and to charge Seller all storage costs associated therewith; (c) to treat the Excluded Assets as unclaimed and to proceed to dispose of the same under the laws governing unclaimed property; or (d) to exercise any other right or remedy conferred by this Agreement or otherwise available at law or in equity. Seller shall promptly reimburse Buyer for all costs and expenses incurred by Buyer in connection with any Excluded Assets not removed by Seller on or before the Closing Date.

10.5 Reports and Returns

Seller shall promptly after the Closing prepare and file all reports and returns required by Legal Requirements relating to the business of Seller as conducted using the Assets, to and including the Effective Time.

10.6 Assistance in Proceedings

Seller will cooperate with Buyer and its counsel in the contest or defense of, and make available its personnel and provide any testimony and access to its books and Records in connection with, any Proceeding involving or relating to (a) any Contemplated Transaction or (b) any action, activity, circumstance, condition, conduct, event, fact, failure to act, incident, occurrence, plan, practice, situation, status or transaction on or before the Closing Date involving Seller or its business or either Shareholder.

10.7 Retention of and Access to Records

After the Closing Date, Buyer shall retain for a period consistent with Buyer's record-retention policies and practices those Records of Seller delivered to Buyer. Buyer also shall provide Seller and their Representatives reasonable access thereto, during normal business hours to enable them to prepare financial statements or tax returns or deal with tax audits. After the Closing Date, Seller shall provide Buyer and its Representatives reasonable access to Records that are Excluded Assets, during normal business hours for any reasonable business purpose specified by Buyer in such notice.

10.8 Further Assurances

Subject to the proviso in Section 6.1, the parties shall cooperate reasonably with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the Contemplated Transactions.

11. Indemnification; Remedies

11.1 Survival

All representations, warranties, covenants and obligations in this Agreement, the certificates delivered pursuant to Section 2.7 and any other certificate or document delivered pursuant to this Agreement shall survive the Closing and the consummation of the Contemplated Transactions, subject to Section 11.7. The right to indemnification, reimbursement or other remedy based upon such representations,

warranties, covenants and obligations shall not be affected by any investigation (including any environmental investigation or assessment) conducted with respect to, or any Knowledge acquired at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation. The waiver of any condition based upon the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, reimbursement or other remedy based upon such representations, warranties, covenants and obligations. For purposes of this Article 11, whenever the phrases "to Seller's knowledge", "to the best of Seller's knowledge", "to the knowledge of Seller", or any similar phrase, or whenever the words "material", "materially" are used in this Agreement (other than in this Article 11), such words and phrases shall be disregarded for purposes of this Article 11 and indemnification hereunder as if such words or phrases were stricken from this Agreement.

11.2 Indemnification and Reimbursement by Seller

Seller will indemnify and hold harmless Buyer, and its Representatives, shareholders, subsidiaries and Related Persons (collectively, the "Buyer Indemnified Persons"), and will reimburse the Buyer Indemnified Persons for any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees and expenses) or diminution of value, whether or not involving a Third-Party Claim (collectively, "Damages") (but not including any Damages covered by the offsets for the Remedial Capital Project Amount), arising from or in connection with:

(a) any Breach of any representation or warranty made by Seller in (i) this Agreement (without giving effect to any supplement thereto), (ii) the certificates delivered pursuant to Section 2.7 (for this purpose, each such certificate will be deemed to have stated that Seller's representations and warranties in this Agreement fulfill the requirements of Section 7.1 as of the Closing Date as if made on the Closing Date without giving effect to any supplement thereto, unless the certificate expressly states that the matters disclosed in a supplement have caused a condition specified in Section 7.1 not to be satisfied), (v) any transfer instrument or (vi) any other certificate, document, writing or instrument delivered by Seller pursuant to this Agreement;

(b) any Breach of any covenant or obligation of Seller in this Agreement or in any other certificate, document, writing or instrument delivered by Seller pursuant to this Agreement;

(c) any Liability arising out of the ownership or operation of the Assets prior to the Effective Time other than the Assumed Liabilities;

(d) any brokerage or finder's fees or commissions or similar payments

based upon any agreement or understanding made, or alleged to have been made, by any Person with Seller (or any Person acting on its behalf) in connection with any of the Contemplated Transactions;

(e) any liability under the WARN Act or any similar state or local Legal Requirement that may result from an "Employment Loss", as defined by 29 U.S.C. sect. 2101(a)(6), caused by any action of Seller prior to the Closing or by Buyer's decision not to hire previous employees of Seller;

(f) any Employee Plan established or maintained by Seller;

or

(g) any Retained Liabilities.

Notwithstanding anything contained in this Agreement to the contrary, the Buyer will not have the right to sue the Seller for Damages which result from a defect in the title to the Real Property obtained by the Buyer pursuant to this Agreement for which there is applicable title insurance pursuant to Section 5.9 hereof and on which a claim may be made by the Buyer for the relevant Damages unless (a) the Buyer has filed a claim under the relevant title insurance policy and the claim has not been allowed within 90 days of the date the claim was filed or (b) the Buyer has filed a claim under the relevant title insurance policy, the claim was allowed within 90 days after the filing of the claim but the processing or defending (or the taking of other relevant action in accordance with the claim by the Title Insurer) is not proceeding in a satisfactory manner as determined by the Buyer in the exercise of its reasonable judgment.

11.3 Indemnification and Reimbursement by Seller--Environmental Matters

In addition to the other indemnification provisions in this Article 11, Seller will indemnify and hold harmless Buyer and the other Buyer indemnified Persons, and will reimburse Buyer and the other Buyer Indemnified Persons, for any Damages (including costs of cleanup, containment or other remediation) arising from or in connection with:

(a) any Environmental, Health and Safety Liabilities arising out of or relating to: (i) the ownership or operation by any Person at any time on or prior to the Closing Date of any of the Facilities, assets or the business of Seller, or (ii) any Hazardous Materials or other contaminants that were present on the Facilities or Assets at any time on or prior to the Closing Date;

or

(b) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any Person or any Assets in any way arising from or allegedly arising from any Hazardous Activity conducted by any Person

with respect to the business of Seller or the Assets prior to the Closing Date or from any Hazardous Material that was (i) present on or before the Closing Date on or at the Facilities (or present on any other property, if such Hazardous Material emanated or allegedly emanated from any Facility and was present on any Facility, on or prior to the Closing Date) or (ii) Released or allegedly Released by any Person on or at any Facilities or Assets at any time on or prior to the Closing Date.

Buyer, with Seller's consent and approval which shall not be unreasonably withheld will be entitled to control any Remedial Action, any Proceeding relating to an Environmental Claim and, except as provided in the following sentence, any other Proceeding with respect to which indemnity may be sought under this Section 11.3. The procedure described in Section 11.9 will apply to any claim solely for monetary damages relating to a matter covered by this Section 11.3.

No claim for environmental indemnification or reimbursement may be asserted unless the underlying environmental condition is (i) specifically identified in Exhibit 3.13 or (ii) the party asserting the claim establishes that the conditions, release, disposal or actions giving rise to the liability or claim were present at or prior to Closing and that the party asserting the claim did not materially cause or contribute to such conditions after Closing.

11.4 Indemnification and Reimbursement by Buyer

Buyer will indemnify and hold harmless Seller, and will reimburse Seller, for any Damages arising from or in connection with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement;

(b) any Breach of any covenant or obligation of Buyer in this Agreement or in any other certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement;

(c) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such Person with Buyer (or any Person acting on Buyer's behalf) in connection with any of the Contemplated Transactions; or

(d) any Assumed Liabilities.

11.5 Limitations on Amount--Seller

Seller shall have no liability (for indemnification or otherwise) with respect to claims under Section 11.2(a) until the total of all Damages with respect to such matters exceeds \$500,000 and then only for the amount by which such Damages exceed \$500,000. However, this Section 11.5 will not apply to claims under (the following, each an "Exempted Breach") Section 11.2(b) through (h) or to matters arising in respect of Sections 3.7, 3.13, or 3.15 to any Breach of any of Seller's representations and warranties of which the Seller had Knowledge at any time prior to the date on which such representation and warranty is made or any Breach by Seller of any covenant or obligation. Notwithstanding the foregoing, the Seller shall not be liable for Minor Claims (as hereinafter defined) until such Minor Claims aggregate more than \$500,000 in which case, Seller shall be liable for all Minor Claims to the extent that in the aggregate they exceed \$500,000 provided that Damages in aggregate exceed \$500,000. "Minor Claim" means Damages resulting from a Breach hereof covered by Section 11.2(a) (other than an Exempted Breach) that do not exceed \$20,000.00.

11.6 Limitations on Amount--Buyer

Buyer will have no liability (for indemnification or otherwise) with respect to claims under Section 11.4(a) until the total of all Damages with respect to such matters exceeds \$500,000 and then only for the amount by which such Damages exceed \$500,000. However, this Section 11.6 will not apply to claims under Section 11.4(b) through (e) or matters arising in respect of Section 4.4 or to any Breach of any of Buyer's representations and warranties of which Buyer had Knowledge at any time prior to the date on which such representation and warranty is made or any Breach by Buyer of any covenant or obligation, and Buyer will be liable for all Damages with respect to such Breaches.

11.7 Time Limitations

(a) If the Closing occurs, Seller will have liability (for indemnification or otherwise) with respect to any Breach of (i) a covenant or obligation to be performed or complied with prior to the Closing Date (other than those in Sections 2.1 and 2.4(b) and Articles 10 and 12, as to which a claim may be made at any time, or (ii) a representation or warranty (other than one contained in Section 3.12 or 3.13 hereof) only if on or before three years after the Closing Date, Buyer notifies Seller of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by Buyer. If the Closing occurs, Seller will have liability (for indemnification or otherwise) with respect to any Breach of the representations and warranties contained in Section 3.12 or 3.13 hereof only if on or before five years after the Closing Date, the Buyer notifies Seller of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by Buyer.

(b) If the Closing occurs, Buyer will have liability (for indemnification or otherwise) with respect to any Breach of (i) a covenant or obligation to be performed or complied with prior to the Closing Date (other than those in Article 12, as to which a claim may be made at any time) or (ii) a representation or warranty (other than that set forth in Section 4.4, as to which a claim may be made at any time), only if on or before three years after the Closing Date, Seller notifies Buyer of a claim specifying the factual basis of the claim in reasonable detail to the extent then known by Seller.

11.8 Right Of Setoff

Upon notice to Seller specifying in reasonable detail the basis therefor, Buyer may set off any amount to which it may be entitled under this Article 11 against amounts otherwise payable to Seller, subject to Seller's right to object under the Dispute Resolution Process. The exercise of such right of setoff by Buyer in good faith, whether or not ultimately determined to be justified, will not constitute an event of default. Neither the exercise of nor the failure to exercise such right of setoff or to give a notice of a claim under the Escrow Agreement will constitute an election of remedies or limit Buyer in any manner in the enforcement of any other remedies that may be available to it.

11.9 Third-Party Claims

(a) Promptly after receipt by a Person entitled to indemnity under Section 11.2, 11.3 (to the extent provided in the last sentence of Section 11.3) or 11.4 (an "Indemnified Person") of notice of the assertion of a Third-Party Claim against it, such Indemnified Person shall give notice to the Person obligated to indemnify under such Section (an "Indemnifying Person") of the assertion of such Third-Party Claim, provided that the failure to notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person's failure to give such notice.

(b) If an Indemnified Person gives notice to the Indemnifying Person pursuant to Section 11.9(a) of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (i) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (ii) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the

Indemnified Person under this Article 11 for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, (i) such assumption will conclusively establish for purposes of this Agreement that the claims made in that Third-Party Claim are within the scope of and subject to indemnification, and (ii) no compromise or settlement of such Third-Party Claims may be effected by the Indemnifying Person without the Indemnified Person's Consent unless (A) there is no finding or admission of any violation of Legal Requirement or any violation of the rights of any Person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (C) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its Consent. If notice is given to an Indemnifying Person of the assertion of any Third-Party Claim and the Indemnifying Person does not, within ten (10) days after the Indemnified Person's notice is given, give notice to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person will be bound by any determination made in such Third-Party Claim or any compromise or settlement effected by the Indemnified Person.

(c) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it or its Related Persons other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its Consent (which may not be unreasonably withheld).

(d) Notwithstanding the provisions of Section 13.4, Seller and each Shareholder hereby consent to the nonexclusive jurisdiction of any court in which a Proceeding in respect of a Third-Party Claim is brought against any Buyer Indemnified Person for purposes of any claim that a Buyer Indemnified Person may have under this Agreement with respect to such Proceeding or the matters alleged therein and agree that process may be served on Seller and Shareholders with respect to such a claim anywhere in the world.

(e) With respect to any Third-Party Claim subject to indemnification under this Article 11: (i) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Person fully informed of the status of such Third-Party Claim and any related Proceedings at all stages thereof where such Person is not represented by its own counsel, and (ii) the parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to

cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(f) With respect to any Third-Party Claim subject to indemnification under this Article 11, the parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each party agrees that: (i) it will use its Best Efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable law and rules of procedure), and (ii) all communications between any party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

11.10 Other Claims

A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the party from whom indemnification is sought and shall be paid promptly after such notice, subject to filing an objection under the Dispute Resolution Process.

11.11 Buyer Benefit

Upon any termination of this Agreement that would entitle the Buyer to recover the benefit of its bargain with the Seller, the Buyer and Seller agree that the value of the benefit of the bargain is speculative, is not readily subject to determination objectively and agree that the value of the benefit of the bargain to the Buyer is \$5 Million, plus an amount equal to all transaction costs which the Buyer would have paid if the Closing and issuance of the Acquisition Bonds had taken place.

12. Confidentiality

12.1 Definition of Confidential Information

(a) As used in this Article 12, the term "Confidential Information" includes any and all of the following information of Seller or Buyer that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by either party (Buyer on the one hand or Seller, on the other hand) or its Representatives (collectively, a "Disclosing Party") to the other party or its Representatives (collectively, a "Receiving Party"):

(i) all information that is a trade secret under applicable trade secret or other law;

(ii) all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware, Software and computer software and database technologies, systems, structures and architectures;

(iii) all information concerning the business and affairs of the Disclosing Party (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants' materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however documented), and all information obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party regardless of the form of the communication; and

(iv) all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party to the extent containing or based, in whole or in part, upon any information included in the foregoing.

(b) Any trade secrets of a Disclosing Party shall also be entitled to all of the protections and benefits under applicable trade secret law and any other applicable law. If any information that a Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Article 12, such information shall still be considered Confidential Information of that Disclosing Party for purposes of this Article 12 to the extent included within the definition. In the case of trade secrets, each of Buyer and Seller hereby waives any requirement that the other party submit proof of the economic value of any trade secret or post a bond or other security.

12.2 Restricted Use of Confidential Information

(a) Each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information (i) shall be kept confidential by the Receiving Party; (ii) shall not be used for any reason or purpose other than to evaluate and consummate the Contemplated Transactions; and (iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to any Person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of Seller with respect to Confidential Information of Seller (each, a "Seller Contact") or an authorized representative of Buyer with respect to Confidential Information of Buyer (each, a "Buyer Contact"). Each of Buyer and Seller

shall disclose the Confidential Information of the other party only to its Representatives who require such material for the purpose of evaluating the Contemplated Transactions and are informed by Buyer or Seller as the case may be, of the obligations of this Article 12 with respect to such information. Each of Buyer and Seller shall (iv) enforce the terms of this Article 12 as to its respective Representatives; (v) take such action to the extent necessary to cause its Representatives to comply with the terms and conditions of this Article 12; and (vi) be responsible and liable for any breach of the provisions of this Article 12 by it or its Representatives.

(b) Unless and until this Agreement is terminated, Seller shall maintain as confidential any Confidential Information (including for this purpose any information of Seller of the type referred to in Sections 12.1(a)(i), (ii) and (iii), whether or not disclosed to Buyer) of the Seller relating to any of the Assets or the Assumed Liabilities. Notwithstanding the preceding sentence, Seller may use any Confidential Information of Seller before the Closing in the Ordinary Course of Business in connection with the transactions permitted by Section 5.2.

(c) From and after the Closing, the provisions of Section 12.2(a) above shall not apply to or restrict in any manner Buyer's use of any Confidential Information of the Seller relating to any of the Assets or the Assumed Liabilities.

12.3 Exceptions

Sections 12.2(a) and (b) do not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (a) was, is or becomes generally available to the public other than as a result of a breach of this Article 12 or the Confidentiality Agreement by the Receiving Party or its Representatives; (b) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (c) was, is or becomes available to the Receiving Party on a nonconfidential basis from a Third Party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure. Seller shall not disclose any Confidential Information of Seller relating to any of the Assets or the Assumed Liabilities in reliance on the exceptions in clauses (b) or (c) above.

12.4 Legal Proceedings

If a Receiving Party becomes compelled in any Proceeding or is requested by a Governmental Body having regulatory jurisdiction over the Contemplated Transactions to make any disclosure that is prohibited or otherwise constrained by this Article 12, that Receiving Party shall provide the Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Article 12. In the absence of a protective order or other remedy, the Receiving Party may disclose that

portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose or that has been requested by such Governmental Body, provided, however, that the Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Confidential Information is so disclosed. The provisions of this Section 12.4 do not apply to any Proceedings between the parties to this Agreement.

12.5 Return or Destruction of Confidential Information

If this Agreement is terminated, each Receiving Party shall (a) destroy all Confidential Information of the Disclosing Party prepared or generated by the Receiving Party without retaining a copy of any such material; (b) promptly deliver to the Disclosing Party all other Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, with the written consent of a Seller Contact or a Buyer Contact (whichever represents the Disclosing Party) destroy all such Confidential Information; and (c) certify all such destruction in writing to the Disclosing Party, provided, however, that the Receiving Party may retain a list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned.

12.6 Attorney-Client Privilege

The Disclosing Party is not waiving, and will not be deemed to have waived or diminished, any of its attorney work product protections, attorney-client privileges or similar protections and privileges as a result of disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party, regardless of whether the Disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The parties (a) share a common legal and commercial interest in all of the Disclosing Party's Confidential Information that is subject to such privileges and protections; (b) are or may become joint defendants in Proceedings to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; (c) intend that such privileges and protections remain intact should either party become subject to any actual or threatened Proceeding to which the Disclosing Party's Confidential Information covered by such protections and privileges relates; and (d) intend that after the Closing the Receiving Party shall have the right to assert such protections and privileges. No Receiving Party shall admit, claim or contend, in Proceedings involving either party or otherwise, that any Disclosing Party waived any of its attorney work-product protections, attorney-client privileges or similar protections and privileges with respect to any information, documents or other material not disclosed to a Receiving Party due to the Disclosing Party disclosing its Confidential Information (including Confidential Information related to pending or threatened litigation) to the Receiving Party.

13. General Provisions

13.1 Expenses

Except as otherwise provided in this Agreement, each party to this Agreement will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expense of its Representatives. Seller will pay all amounts payable to the Title Insurer in respect of the Title Commitments, copies of exceptions and the Title Policy, including premiums (including premiums for endorsements) and search fees. If this Agreement is terminated, the obligation of each party to pay its own fees and expenses will be subject to any rights of such party arising from a Breach of this Agreement by another party.

13.2 Public Announcements

Any public announcement, press release or similar publicity with respect to this Agreement or the Contemplated Transactions will be issued, if at all, at such time and in such manner as Seller determines. Except with the prior consent of Seller or as permitted by this Agreement, Buyer nor any of its Representatives shall disclose to any Person (a) the fact that any Confidential Information of Seller has been disclosed to Buyer or its Representatives, that Buyer or its Representatives have inspected any portion of the Confidential Information of Seller, that any Confidential Information of Buyer has been disclosed to Seller or their Representatives or that Seller or its Representatives have inspected any portion of the Confidential Information of Buyer or (b) any information about the Contemplated Transactions, including the status of such discussions or negotiations, the execution of any documents (including this Agreement) or any of the terms of the Contemplated Transactions or the related documents (including this Agreement). Seller and Buyer will consult with each other concerning the means by which Seller's employees, customers, suppliers and others having dealings with Seller will be informed of the Contemplated Transactions, and Buyer will have the right to be present for any such communication.

13.3 Notices

All notices, Consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

Seller (before the Closing): 1000 Color Place
Apopka, FL 32703
Attention: Donnie Crandall, CEO
Fax: (407) 598-4219

with a mandatory copy to: Florida Water Services Corporation
1000 Color Place
Apopka, FL 32703
Attention: Carlyn Kowalsky, General Counsel
Fax: (407) 598-4241
E-mail: carlynk@florida-water.com

Greenberg Traurig, P.A.
777 South Flagler Drive, Suite 300 East
West Palm Beach, Florida 33401
Attention: Phillip C. Gildan
Fax: (561) 838-8867
E-mail: gildanp@gtlaw.com

Seller (after the Closing): Philip R. Halverson
VP/General Counsel
30 West Superior Street
Duluth, MN 55802
Fax: (218) 723-3960
E-mail: phalverson@allete.com

Buyer:

Attention:
Fax:
E-mail:

with a mandatory copy to:

Attention:
Fax:
E-mail:

13.4 Jurisdiction; Service of Process

Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the courts of the State of Florida, County of Escambia, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Florida, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

13.5 Enforcement of Agreement

(a) Notwithstanding any other provision in this Agreement, any dispute among the parties which arises from the Agreement shall be resolved by binding arbitration conducted in accordance with this Section 13.5. (the "Dispute Resolution Process") Either party may initiate the Dispute Resolution Process by providing written notice to the other party.

(b) After transmittal and receipt of a written notice specifying the area or areas of disagreement or dispute, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(c) If discussions between the parties fail to resolve the dispute within fifteen (15) business days of the receipt by each party of the notice described in subsection (a) of this Section 13.5, a binding arbitration may then be initiated by either party by written notification to the other party of the existence of a dispute. Any and all issues related to the matter addressed by the written notice provided in subsection (a) of Section 13.5 or any response by the other party shall be raised and resolved in a single proceeding.

(d) The arbitrators shall be appointed and act as follows:
(1) Each party shall appoint a person as arbitrator within ten (10) business days of the date one of the parties has notified the other of the existence of a dispute; (2) Each appointment shall be signified in writing to the counter party and the arbitrators so appointed, within ten (10) days of their acceptance of appointment, shall appoint a third arbitrator, who shall chair the panel. If the arbitrators appointed by the parties are unable to agree upon a third arbitrator, the same shall be appointed by the American Arbitration Association from its qualified panel of arbitrators. Each party shall have the right to veto up to two

appointments proposed by the American Arbitration Association. If either party fails to appoint an arbitrator within ten (10) business days from the date one of the parties has notified the other of the existence of a dispute, then an arbitrator shall be appointed by the American Arbitration Association from its qualified panel of arbitrators as the appointment of the party failing to timely appoint and the two so appointed shall appoint a third arbitrator to chair the panel. The party on whose behalf an arbitrator is appointed shall have the right to veto up to two of the arbitrators appointed by the American Arbitration Association; (3) Nothing in this Section 6.04 shall preclude the parties from mutually agreeing to a single arbitrator to resolve the dispute; (4) No arbitrator shall have a business or other pecuniary relationship with either party, except for payment of arbitrator's fees and expenses without the written consent of both parties.

(e) Arbitrators shall be sworn to perform their duties with impartiality and fidelity. In rendering any decision, the arbitrator shall proceed to consider the Agreement, the dispute identified in the notice and any response and the actions taken and the documentation thereof, conduct, and relative position, knowledge, and the ability of the parties in relation to the dispute.

(f) The arbitration hearing shall convene not earlier than sixty (60) days and not later than ninety (90) days of the acceptance of appointment of all of the arbitrators chosen by the parties unless the parties mutually agree to an earlier date. The arbitrators shall render a decision within ten (10) business days of the date on which the arbitration hearing concludes, and such decisions shall be in writing and in duplicate, one counterpart thereof to be delivered simultaneously to each of the parties. The decision shall contain findings of fact and conclusions of law and shall be final and binding upon the parties.

(g) The parties shall be entitled to discovery pursuant to the Florida Rules of Civil Procedure. All discovery requests by a party shall be enforced by the arbitrators. The arbitration hearing shall not proceed until all outstanding discovery requests have been fulfilled.

(h) The fees, charges and expenses of the arbitrators, any experts engaged by the arbitrators, the respective counsel engaged by the parties, and any witnesses called by the parties shall be paid as follows: the arbitrators shall order each party to pay their own fees, charges and expenses and assess the fees, charges and expenses of the arbitrators equally between the parties.

(i) The provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, and the Florida Evidence Code, Chapter 90, Florida Statutes, except to the extent inconsistent with the provisions of this Agreement, shall specifically be deemed to apply to any arbitration proceeding conducted hereunder. Unless the venue is mutually agreed upon otherwise by the parties, the venue for any arbitration commenced pursuant to this Section shall be in Pensacola, Florida.

13.6 Waiver; Remedies Cumulative

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

13.7 Entire Agreement and Modification

This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any letter of intent and any confidentiality agreement between Buyer and Seller) and constitutes (along with the Disclosure Letter, Exhibits and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

13.8 Assignments, Successors and no Third-Party Rights

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties, except that Buyer may collaterally assign its rights hereunder to any financial institution providing financing in connection with the Contemplated Transactions. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 13.8.

13.9 Severability

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

13.10 Construction

The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Articles," and "Sections" refer to the corresponding Articles and Sections of this Agreement.

13.11 Time of Essence

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

13.12 Governing Law

This Agreement will be governed by and construed under the laws of the State of Florida without regard to conflicts-of-laws principles that would require the application of any other law.

13.13 Execution of Agreement

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

13.14 Due Diligence.

This Agreement is being executed without all of its schedules and Exhibits being attached. As to the foregoing which are documents, the parties hereto agree to negotiate in good faith to finalize the form thereof on or before the Due Diligence Date (as hereinafter defined). As to the Schedules and other exhibits, all non-attached schedules and exhibits are to be prepared by the Seller. During the course of preparing such schedules and exhibits, the Seller will give to the Buyer drafts thereof as developed and supply to Buyer such information, and permit the Buyer to conduct such due diligence, in connection therewith as Buyer shall reasonably request. In addition, Seller

acknowledges that Buyer has not conducted the due diligence that Buyer desires to conduct prior to consummating the transactions contemplated hereby. Consequently, at such time as Seller completes the schedules and exhibits it is required to complete to be attached hereto, it shall deliver to Buyer a complete set thereof with a written notice stating that the schedules and exhibits so delivered are the final schedules and exhibits hereto that it is required to complete and deliver. The date of the foregoing, the "Exhibit Delivery Date". If the Exhibit Delivery Date has not occurred on or prior to thirty days after the date hereof or, if they are so delivered prior thereto but the Buyer in the exercise of its reasonable discretion is not satisfied with the substance thereof, the Buyer shall have the right to terminate this Agreement except that the Seller shall immediately pay to the Buyer the Due Diligence Expenses. The Buyer agrees that it will in good faith seek to accomplish its due diligence on or before six (6) weeks after the Exhibit Delivery Date. When it has completed its due diligence, it shall notify the Seller. If the Buyer is not satisfied in its reasonable discretion with the results of its due diligence, then the Buyer may terminate this Agreement except that the Seller shall immediately pay to the Buyer the Due Diligence Expenses. If the Buyer has not completed its due diligence within the aforesaid time, then the Seller may terminate this Agreement or if the expenses of the Buyer in conducting its due diligence are reasonably projected by Buyer at any time to exceed \$150,000 and the Seller refuses to approve the reasonable projected amount over \$150,000 as Due Diligence Expenses as defined herein and subject to reimbursement by the Seller, then the Buyer may terminate this Agreement, and, in each case, the Seller shall pay to the Buyer the Due Diligence Expense.

13.15 RADON GAS.

(a) RADON IS 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 TESTING MAY BE OBTAINED FROM THE COUNTY PUBLIC HEALTH UNIT.

13.16 Limited Liability.

Neither the State of Florida nor any political subdivision or municipality thereof, nor the Buyer, shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property to pay any liability arising out of, or in any connection whatsoever with, this Agreement, or to pay the principal of the Acquisition Bonds, the interest thereon or other costs incident thereto or (2) to pay the same from any other funds, except from the Net Revenues realized by the Buyer from its ownership or operation of the System, junior and subordinate to the payment of any Bonds or other indebtedness payable from such source. It is further agreed between the

Buyer and the Seller that this Agreement and any obligations arising in connection therewith, whether for payment of the Purchase Price, or for any claim of liability, remedy for breach, or otherwise, shall not constitute a lien on the System or any other property of the Authority, or any municipality, but shall constitute a lien only on the Pledged Revenues, in the manner provided in this Agreement.

Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by or on behalf of the Buyer in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee or agent of the Buyer, or of any incorporator, member, director, trustee, officer, employee or agent of any successor to the Buyer, in any such person's individual capacity, and no such person, in his individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or on any such stipulation, covenant, agreement, or obligation, against any such person, in his individual capacity, either directly or through the Buyer or any successor to the Buyer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such person, in his individual capacity, is hereby expressly waived and released. All references to the Buyer in this paragraph shall be deemed to include the Buyer, the City of Gulf Breeze, the City of Milton, their respective Mayors, Council Members, officers, employees, and agents.

The Buyer shall not be obligated to pay any liability, claim or obligation arising from or in connection with this Agreement or the transactions contemplated thereby, or any bonds or the interest thereon, from any funds of the Buyer derived from any source other than the Pledged Revenues, junior and subordinate the payment of the bonds secured by such Pledged Revenues. The Seller hereby agrees to indemnify and defend the Buyer and hold the Buyer harmless against any and all claims, losses liabilities or damages in any way growing out of or resulting from challenges to this Agreement or objections to the Authority to complete the contemplated transactions to the prior to closing, including, without limitation, all costs and expenses of the Buyer, including reasonable attorney's fees, incurred in the performance of any activities of the Buyer in connection with the foregoing. All references to the Buyer in this paragraph shall be deemed to include the Buyer, the City of Gulf Breeze, the City of Milton, their respective Mayors, Council Members, officers, employees, and agents.

Nothing herein shall be deemed to authorize, create or impose upon the City of Gulf Breeze or the City of Milton any obligation, duty, liability or responsibility for the taking of or refraining from any action, or for the payment of any sums for any reason whatsoever. The Seller hereby acknowledges that the City of Gulf Breeze and the City of

Milton shall have no liability whatsoever on account of this Agreement or the transactions contemplated hereby, including, without limitation, any claims or liabilities arising on account of any breach, misrepresentation or other action or failure to act on the part of the Buyer. The Seller hereby covenants and agrees that it will never seek remedy or recourse against, or seek to impose any liability upon, the City of Gulf Breeze or City of Milton, for any liability or claim arising in connection with or relating to this Agreement or the transactions contemplated thereby, whether against the Buyer, the Cities of Gulf Breeze or Milton directly, or otherwise, under any rule of law or equity, statute or constitution or by the enforcement of any provision of this Agreement, or by way of assessment or penalty or otherwise; and all such liability of any such entities is hereby expressly waived and released.

If, prior to closing, the Seller shall determine that, because of its indemnity obligations of clause (ii) of the preceding paragraph is no longer economically feasible to pursue to the Closing or the transaction contemplated hereby, Seller may elect to give written notice to the Buyer that it no longer wishes to complete the Closing transaction. Upon receipt of such notice, Buyer may elect to proceed with the Closing without such indemnity under said clause (ii) (in which case the Seller shall be excused from any further indemnity obligation under said clause (ii)), or to terminate its obligations hereunder (in which case the Seller shall be liable for Liquidated Damages).

The provisions of this Section shall survive the termination of this Agreement.

13.17 Obligations Subordinate.

All obligations of the Buyer hereunder or arising in connection therewith (the "Utility Acquisition Liabilities" or "UA Liabilities") shall be limited and special obligations of the Buyer, payable solely from the Net Revenues, junior and subordinate to the outstanding Bonds of the Authority. The UA Liabilities shall not be or constitute a general indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Buyer, the State of Florida, or any political subdivision or municipal corporation thereof, within the meaning of any constitutional or statutory provision or limitation. Neither the State of Florida nor any political subdivision or municipal corporation thereof, nor the Buyer shall be obligated (1) to levy ad valorem taxes on any property to pay the UA Liabilities or other costs incident thereto or (2) to pay the same from any other funds of the Buyer, except from the Net Revenues, junior and subordinate to the outstanding Bonds of the Authority. It is further agreed between the Buyer and the Seller that the UA Liabilities shall not constitute a lien upon the System or facilities, or any part thereof, or on any other property of the Buyer, but shall constitute a lien only on the Net Revenues, junior and subordinate to the outstanding Bonds of the Authority.

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

Buyer: Florida Water Services Authority

By: /s/ J. Lance Reece

Its: Chairman

Seller: Florida Water Services Corporation

By: /s/ Donnie R. Crandell

Its: President
