

AMENDMENT TO ESCROW AGREEMENT

THIS AMENDMENT to Escrow Agreement ("Amendment"), is made and entered into as of the ____ day of May, 2008 (the "Effective Date"), by and among Hudson Utilities, Inc., a Florida corporation, (the "Seller"), Pasco County, Florida, a political subdivision of the State of Florida (the "County"), and the Clerk of Court of Pasco County, Florida, as escrow agent ("Escrow Agent"). The Seller, County and Escrow Agent are sometimes referred to herein as "Parties".

WHEREAS, the Parties executed an Escrow Agreement with an Effective Date as of April 29, 2008, a copy is attached hereto and made a part hereof; and

WHEREAS, the Seller has changed its corporate name to from Hudson Utilities, Inc. to Bob & Mat, Inc., a Florida corporation.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

1. The recitals set forth above are true and correct and are incorporated herein.
2. The Seller is now known as Bob & Mat, Inc., a Florida corporation.
3. All references to Hudson Utilities, Inc. are changed to Bob & Mat, Inc. in the Escrow Agreement.

[Signature Page Follows]

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

"COUNTY"
BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

JED PITTMAN, CLERK

TED SCHRADER, CHAIRMAN

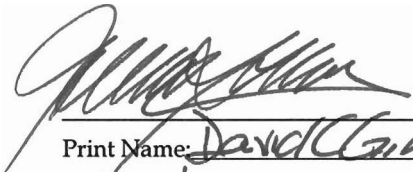
"SELLER"

HUDSON UTILITIES, INC.

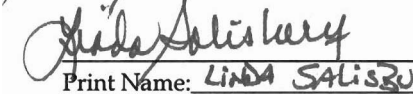
A Florida corporation

Now Known As

BOB & MAT, INC., A Florida corporation



Print Name: David Calhoun



Print Name: LINDA SALISBURY

By 

Robert Bammann, President

"ESCROW AGENT"

Print Name: _____ By _____
JED PITTMAN, CLERK

Print Name: _____

ESCROW AGREEMENT

This ESCROW AGREEMENT (the "Agreement") is made and entered into as of the 29th day of April, 2008 (the "Effective Date"), and among Hudson Utilities, Inc., a Florida corporation (the "Seller"), Pasco County Florida, a political subdivision of the State of Florida (the "County"), and the Clerk of Court of Pasco County, Florida, as escrow agent ("Escrow Agent"). Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 19, 2007, by and among the Seller and Ni America Operating, LLC, a Delaware limited liability company, the Buyer, (the "Purchase Agreement"), the Seller has agreed to sell all of the purchased assets of the Seller to Buyer; and

WHEREAS, pursuant to Section 2.4 of the Purchase Agreement, the Seller has agreed to assign to Buyer the Bulk Wastewater Service Agreement between Hudson Utilities, Inc. and Pasco County, Florida dated June 5, 1990 as amended by Addendum to Bulk Wastewater Treatment Agreement dated April 28, 1998; and

WHEREAS, the Seller is required to obtain the County's consent to the assignment of the Bulk Wastewater Service Agreement, as amended, to Buyer in the form of a Consent to Assignment of Agreement, an executed copy of the Consent to Assignment Agreement is attached hereto as Exhibit "A"; and

WHEREAS, County, as a condition to the execution and delivery of the Consent to Assignment of Agreement of the Bulk Wastewater Service Agreement, as amended, to Buyer, requires the Seller to deposit with Escrow Agent a portion of the consideration consisting of \$200,000.00 in cash (the "Escrow Fund"), which amount shall be withheld from the Seller at Closing and which amount shall be held by Escrow Agent to secure the rights of County after the Closing Date for all unknown damages suffered by the County as described in the Consent to Assignment of Agreement; and

WHEREAS, the Escrow Agent is willing to enter into this Agreement and perform as required herein in consideration of the premises and the mutual obligations and promises contained in this Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

1. Appointment of Escrow Agent. County and the Seller hereby appoint and designate Escrow Agent as their agent to hold in escrow the Escrow Fund, and to administer the disposition of the Escrow Fund, in accordance with the terms of this Agreement, and Escrow Agent hereby accepts such appointment.

2. Establishment of Escrow. Contemporaneously with the execution and delivery of this Agreement, Seller will deposit (and the County has approved the deposit of) the Escrow Fund. Upon its receipt of the Escrow Fund, Escrow Agent shall provide to County and the Seller a written receipt therefor. Escrow Agent agrees to administer the disposition of the Escrow Fund in accordance with the terms and conditions of this Agreement. The Escrow Agent shall hold the Escrow Fund in one or more interest bearing, federally insured accounts.

Interest earned shall inure to the benefit of the Seller, subject to the rights of the County and Escrow Agent hereafter set forth.

3. Escrow Ledger. Escrow Agent shall maintain, and make available to County or the Seller upon request during regular business hours, a ledger setting forth (a) all distributions of the Escrow Fund pursuant to Section 4 hereof, and (b) with respect to distributions made to County pursuant to this Agreement, a record of the claim and the amount of such claim underlying such distribution.

4. Claims Against and Disposition of Escrow Fund. Escrow Agent shall not distribute all or any portion of the Escrow Fund to any party, except in accordance with this Section 4 (or except as otherwise expressly provided in this Agreement).

(a) As soon as is reasonably practicable after the County becomes aware of any claim (but, in any event, within thirty (30) days thereof) that it has under the Consent to Assignment of Agreement that is reasonably expected to result in a Loss for which the Seller is or may be liable to County under the Consent to Assignment Agreement, County shall deliver a notice of claim to the Seller and Escrow Agent (each, an "Escrow Claim"). Each Escrow Claim shall: (i) contain a description of the circumstances supporting County's claim in reasonable detail, (ii) contain a good faith, non-binding, preliminary estimate of the amount of the Loss County claims to have incurred or suffered (the "Claimed Amount") and (iii) contain copies of all relevant or supporting information or documentation.

(b) Within thirty (30) days after receipt by Escrow Agent of a proper Escrow Claim (the "Dispute Period"), the Seller may deliver to Escrow Agent and County a written response (the "Response Notice") in which the Seller: (i) agrees that an amount equal to the full Claimed Amount may be released from the Escrow Fund to County; (ii) agrees that an amount equal to part (the "Agreed Amount"), but not all, of the Claimed Amount may be released from the Escrow Fund to County; or (iii) indicates that no part of the Claimed Amount may be released from the Escrow Fund to County. Any part of the Claimed Amount that is not agreed to be released to County pursuant to the Response Notice shall be the "Contested Amount." If a Response Notice is not received by Escrow Agent prior to the expiration of the Dispute Period, then the Seller shall be conclusively deemed to have agreed that an amount equal to the Claimed Amount may be released to County from the Escrow Fund. The Seller agrees that any Response Notice received by the Escrow Agent, more than five (5) days after the expiration of the Dispute Period for an Escrow Claim shall be of no effect and shall be disregarded by the Escrow Agent unless otherwise directed in writing by County.

(c) If either (i) the Seller delivers a Response Notice agreeing that an amount equal to the full Claimed Amount may be released from the Escrow Fund to County; or (ii) the Seller does not deliver a Response Notice on a timely basis in accordance with Section 4(b) above, Escrow Agent shall, within ten (10) days following the receipt of such Response Notice (or, if Escrow Agent has not received a Response Notice, within ten (10) days following the expiration of the Dispute Period referred to in Section 4(a) above), deliver to County an amount equal to the full Claimed Amount, in each case from (but only to the extent of) the Escrow Fund and provide written notice thereof to the Seller.

(d) If the Seller delivers a Response Notice agreeing that an amount equal to less than the full Claimed Amount may be released from the Escrow Fund to County, Escrow Agent shall, within ten (10) days following the receipt of such Response Notice, deliver to County an amount equal to the Agreed Amount from (but only to the extent of) the Escrow Fund

and provide written notice thereof to the Seller. Such payment shall not be deemed to be made in full satisfaction of the Escrow Claim, but shall count toward the satisfaction of the Escrow Claim.

(e) If the Seller delivers a Response Notice indicating that there is a Contested Amount, the Seller and County shall attempt in good faith to resolve the dispute related to the Contested Amount. If County and the Seller resolve such dispute, such resolution shall be binding on the Seller, Escrow Agent and County and a settlement agreement shall be signed by County and the Seller and sent to Escrow Agent, which shall, upon receipt thereof, if applicable, release an amount from (but only to the extent of) the Escrow Fund in accordance with such agreement and provide written notice thereof to the Seller. Unless and until Escrow Agent shall receive written notice that any such dispute has been resolved by County and the Seller, Escrow Agent may assume without inquiry that such dispute has not been resolved, and shall retain the Escrow Fund as herein provided.

(f) If the Seller and County are unable to resolve the dispute relating to any Contested Amount within thirty (30) days following the expiration of the Dispute Period, then either County or the Seller may submit the Escrow Claim to the state court sitting in Pasco County, Florida. County and the Seller hereby agree and consent to the exclusive jurisdiction of the aforesaid court and waive any objection to venue therein.

(g) Escrow Agent shall release such amount from the Escrow Fund in connection with any Contested Amount within five (5) days after the delivery to it of: (i) a copy of a settlement agreement or other writing executed by County and the Seller setting forth instructions to Escrow Agent as to the amount, if any, to be released from (but only to the extent of) the Escrow Fund to County or the Seller, with respect to such Contested Amount; or (ii) a certified copy of the final judgment of a court contemplated by Section 4(f) above setting forth instructions to Escrow Agent as to the amount, if any, to be released from (but only to the extent of) the Escrow Fund to County or the Seller, with respect to such Contested Amount.

Until a Contested Amount has been resolved as provided in this Section 4(g), Escrow Agent shall not be required to determine the same and shall not be required or permitted to make any delivery of the Escrow Fund.

(h) Notwithstanding anything contained herein to the contrary, if the amount of the claim exceeds the Escrow Fund, the Escrow Agent shall have no liability or responsibility for any deficiency.

(i) Distributions from the Escrow Fund under this Agreement shall be sent via wire transfer to the account identified in writing by the receiving party. Distributions from the Escrow Fund to County, if any, shall reduce the remainder of the balance of the Escrow Fund to be distributed to the Seller, if any.

(j) In connection with any litigation including appellate proceedings arising over a Contested Amount, the prevailing party shall be entitled to recover from the losing party its Attorneys' Fees. As used in this in this section, "Attorneys Fees" shall mean all reasonable attorneys' and paralegal's fees and costs incurred in enforcing its rights and remedies hereunder, including costs of collection prior to instigating litigation, costs at trial, on appeal or in any bankruptcy or administrative proceeding.

5. Termination. This Agreement shall terminate three (3) years and ten (10) days after the Effective Date (the "Termination Date") or, if earlier, upon the release by Escrow Agent of the entire Escrow Fund in accordance with this Agreement; provided, however, that if Escrow Agent has received notice from County of one or more Escrow Claims that have not been resolved by the Termination Date, then this Agreement shall continue in full force and effect after the Termination Date until all such Escrow Claims have been resolved and the Escrow Fund released in accordance with this Agreement. Within ten (10) days after the Termination Date, Escrow Agent shall distribute or cause to be distributed to the Seller the amount, if any, of the balance of the Escrow Fund; provided, however, that if prior to the Termination Date, County has given notice of one or more Escrow Claims which have not been resolved prior to the Termination Date in accordance with Section 4, Escrow Agent shall retain after the Termination Date the Escrow Fund with a value equal to (i) any unpaid Agreed Amounts plus (ii) 100% of the Claimed Amount or Contested Amount, as the case may be, with respect to all such Escrow Claims which have not then been resolved. At such time as all remaining Escrow Claims hereunder have been resolved and Escrow Agent has received a written notice executed by County and the Seller to the effect that any amounts to be distributed to County in connection therewith have been so distributed, Escrow Agent shall distribute the remaining balance of the Escrow Fund, if any, to the Seller.

Anything contained herein to the contrary notwithstanding, the provisions of Section 8 and Section 10 hereof shall remain in full force and effect notwithstanding the termination of this Agreement.

6. Scope of Undertaking. Escrow Agent shall have no responsibility or obligation of any kind in connection with this Agreement and the Escrow Fund, and shall not be required to deliver the same or any part thereof or take any action with respect to any matters that might arise in connection therewith, other than to receive, hold, and make delivery of the Escrow Fund as expressly provided herein or by reason of a judgment or order of a court of competent jurisdiction.

7. Knowledge and Sufficiency of Documents. Escrow Agent shall not be bound by or have any responsibility with respect to compliance with any agreement between County and the Seller (including without limitation the Purchase Agreement), irrespective of whether Escrow Agent has knowledge of the existence of any such agreement or terms and provisions thereof. Escrow Agent's only duty, liability, and responsibility shall be to receive, hold and deliver the Escrow Fund as herein provided. Escrow Agent shall not be required in any way to determine the validity or sufficiency, whether in form or in substance, of the Escrow Fund or the validity, sufficiency, genuineness or accuracy of any instrument, document, certificate, statement or notice referred to in this Agreement or contemplated hereby, or the identity or authority of the persons executing the same, and it shall be sufficient if any writing purporting to be such instrument, document, certificate statement or notice is delivered to Escrow Agent and purports on its face to be correct in form and signed or otherwise executed by the party or parties required to sign or execute the same under this Agreement. Escrow Agent shall be entitled to rely conclusively on any such writing believed by it in good faith to be genuine and presented by the proper person (including without limitation any wire transfer instructions).

8. Right of Interpleader. Should any controversy arise between County and the Seller, or any other person, firm or entity, with respect to this Agreement, the Escrow Fund, or any part thereof, or the right of any party or other person to receive the Escrow Fund, or any part thereof, or should such parties fail to designate another Escrow Agent as provided in Sections 15 and 16 hereof, or if Escrow Agent should be in doubt as to what action to take,

Escrow Agent shall have the right (but not the obligation) to: (a) withhold delivery of the Escrow Fund until the controversy is resolved as provided in Section 4 hereof, the conflicting demands are withdrawn or its doubt is resolved as provided in Section 4 hereof; or (b) institute a bill of interpleader in any court of competent jurisdiction in New Port Richey, Florida to determine the rights of the parties hereto (the right of Escrow Agent to institute such bill of interpleader, however, shall not be deemed to modify the manner in which Escrow Agent is entitled to make disbursements of the Escrow Fund as hereinabove set forth, other than to tender the Escrow Fund into the registry of such court). Should a bill of interpleader be instituted, or should Escrow Agent be threatened with litigation or become involved in litigation in any manner whatsoever on account of this Agreement or the Escrow Fund, then as between themselves and Escrow Agent, County and the Seller, jointly and severally, hereby bind and obligate themselves, their successors, heirs, executors and assigns to pay Escrow Agent its reasonable attorneys' fees and any and all other disbursements, expenses, losses, **costs** and damages of Escrow Agent in connection with or resulting from such threatened or actual litigation.

9. Scope of Duties and Errors in Judgment. It is expressly understood and agreed that Escrow Agent shall be under no duty or obligation to give any notice, except as otherwise set forth in this Agreement, or to do or to omit the doing of any action or anything with respect to the Escrow Fund, except to hold the same and to make disbursements in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, it is acknowledged and agreed that (a) no implied duties shall be read into this Agreement on the part of Escrow Agent, and (b) Escrow Agent shall not be obligated to take any legal or remedial action which might in its judgment involve it in any expense or liability for which it has not been furnished acceptable indemnification. Escrow Agent, its partners and employees shall not be liable for any error in judgment or any act or steps taken or permitted to be taken in good faith, or for any mistake of law or fact, or for anything it may do or refrain from doing in connection herewith, except for its own willful misconduct or gross negligence.

10. Hold Harmless. The County and the Seller, jointly and severally, agree to hold the Escrow Agent **harmless** from any and all losses, costs, damages, expenses, claims, and attorney's fees and expenses suffered or incurred by Escrow Agent as a result of, in connection with or arising from or out of the acts or omissions of Escrow Agent in performance of or pursuant to this Agreement, except such acts or omissions as may **result** from Escrow Agent's willful misconduct or gross negligence. In no event shall Escrow Agent be liable for indirect, punitive, special or consequential damages.

11. *County and the Seller undertake to instruct Escrow Agent in writing with respect to Escrow Agent's responsibility for withholding and other taxes, assessments, or other governmental charges, certifications and governmental reporting in connection with its acting as Escrow Agent under this Agreement* Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given when received, if personally delivered or sent by facsimile transmission, or three (3) days after deposited in the United States mail for delivery by registered or certified mail, return receipt requested, postage prepaid and received by the party to whom it was sent (provided, however, that in no instance shall any notice to the Escrow Agent be deemed to have been received by it unless and until actually received by it), addressed as follows:

If to the Seller:

Mathew S. Griffin
7100 River Run Boulevard

Weeki Wachee, Florida 34607

with a copy to:
(which copy shall not constitute notice to the Seller)

David C. Gilmore, Esquire
7620 Massachusetts Avenue
New Port Richey, Florida 34653
Facsimile: (727) **841-7146**

If to the County:

Office of the County Attorney
7530 Little Road, Suite 340
New Port Richey, Florida 34654
Attention: Joseph D. Richards, Esquire
Senior Assistant County Attorney
Facsimile: (727) 847-8021

with a copy to:
(which copy shall not constitute notice to the County)

Utilities Services Branch
Pub. ~~Wks.~~/Utilities Bldg., S-213
530 Little Road
New Port Richey, FL 34654-5598
Attn: **Bruce** Kennedy
Facsimile: 727-847-8083

If to Escrow Agent:

Clerk to the Board
Financial Services,
Jay Kominsky, Director
38053 Live **Oak** Ave
Dade City, FL 33523
Facsimile: _____

12. Consultation with Legal Counsel. Escrow Agent may consult with its in-house counsel or other counsel satisfactory to it in respect to question relating to its duties or responsibilities hereunder or **otherwise** in connection herewith and shall not be liable for any action taken, suffered, or omitted by Escrow Agent in good faith upon the advice of such counsel. Escrow Agent may act through its duly authorized partners, employees, agents and attorneys.

13. Choice of Laws: Venue. This Agreement and the disposition of the Escrow Fund hereunder shall be construed and regulated under and their validity and effect shall be determined by the laws of the State of Florida. County and the Seller submit to the jurisdiction of the state court sitting in Pasco County, Florida. The parties hereby agree and consent to the exclusive jurisdiction of the aforesaid courts and waive any objection to venue therein.

14. Resignation. Escrow Agent may resign and **be** discharged from its duties and obligations hereunder at any time by giving no less than ten (10) days' prior written notice of such resignation to County and the Seller, specifying the date when such resignation will take effect. Thereafter, Escrow Agent shall have no further obligation hereunder except to hold the Escrow Fund as depository. In the event of such resignation, County and the Seller agree that they will jointly appoint a banking corporation or trust company as successor escrow agent within ten (10) days of notice of such resignation. Escrow Agent shall refrain from taking any action until it shall receive joint written instructions from County and the Seller designating the successor escrow agent. Escrow Agent shall deliver the Escrow Fund to such successor escrow agent in accordance with such instructions and upon receipt of the Escrow Fund, the successor escrow agent shall be bound by all of the provisions hereof.

15. Removal. County and the Seller acting together shall have the right to terminate the appointment of Escrow Agent, specifying the date upon which such termination shall take effect. Thereafter, Escrow Agent shall have no further obligation hereunder except to hold the Escrow Fund as depository. County and the Seller agree that they will jointly appoint a banking corporation or trust company as successor escrow agent. Escrow Agent shall refrain from taking any action until it shall receive joint written instructions from County and the Seller designating the successor escrow agent. Escrow Agent shall **deliver** the Escrow Fund to such successor escrow agent in accordance with such instructions and upon receipt of the Escrow Fund, the successor escrow agent shall be bound by all of the provisions hereof.

16. Accounting. In the event of the resignation or removal of Escrow Agent or upon the release or distribution of the Escrow Fund or the **termination** of this Escrow Agreement, Escrow Agent shall render to County and the Seller, and to the successor escrow agent, if any, an accounting in writing of the property constituting the Escrow Fund and all distributions therefrom.

17. Right of Offset. County and the Seller agree that the court in which any bill of interpleader is instituted by Escrow Agent, or in which Escrow Agent appears on account of this Agreement, is authorized to use the Escrow Fund to pay the reasonable attorneys' fees and any and all other disbursements, expenses, losses, costs and damages of Escrow Agent in connection with or resulting from such proceeding or threatened or actual litigation if County and the Seller have not tendered payment of the same to Escrow Agent promptly after request by Escrow Agent.

18. Captions. **Section heading and** captions have been inserted for convenience only and do not in anyway limit the provisions set out in the various sections hereof.

19. Severability. If one or more of the provisions contained herein for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. Entire Agreement. This Agreement evidences the entire agreement among County, the Seller and Escrow Agent in connection with the Escrow Fund and no other agreement entered into between the parties or any of them shall be considered or adopted or binding, in whole or in part, **by** or upon Escrow Agent, notwithstanding that any other such agreement may be deposited herewith or Escrow Agent may have knowledge thereof. This Agreement may be amended only in writing signed by all of the parties hereto.

21. Execution in Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document and such counterparts may be delivered by facsimile.

22. Force Maieure. Neither County nor the Seller nor Escrow Agent shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

23. Binding Effect. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, permitted successors and assigns.

24. Modifications. This Agreement may not be altered or modified without the express written consent of the parties hereto. No course of conduct shall constitute a waiver of any of the terms and conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions on any other occasion.

25. Assianment. No assignment of any rights or delegation of any obligations provided for herein may be made by any party hereto without the express written consent of the other parties hereto, except for provisions hereof respecting successor escrow agents. This Escrow Agreement shall inure to the benefit of and be binding upon the successors, heirs, personal representatives and permitted assigns of the parties hereto.

26. Reproduction of Documents. This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, and (b) certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, optical disk, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise **be** admissible in evidence.

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

"COUNTY"
BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA



ATTEST:

Glenn H. Hicks
JED PITTMAN, CLERK

Ted Schrader

TED SCHRADER, CHAIRMAN

"SELLER"

APPROVED

APR 29 2008

HUDSON UTILITIES, INC.

A Florida corporation

Karen Velez

Print Name: KAREN VELEZ

By Robert Bammann

Robert Bammann, President

Kathleen Pelletier

Print Name: KATHLEEN PELLETIER

"ESCROW AGENT"

Blanca I. Bonilla
Print Name: BLANCA I. BONILLA

By Paula A. O'Neil, Chief Deputy
JED PITTMAN, CLERK

PAULA O'NEIL

Judith A. Kennedy
Print Name: JUDITH A. KENNEDY