

CONSENT TO ASSIGNMENT OF AGREEMENT

WHEREAS, PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called "COUNTY," is a party to the Agreement between Hudson Utilities, Inc., a Florida corporation, hereinafter called "ASSIGNOR;" and the COUNTY, dated June 5, 1990 (as at any time amended, restated, supplemented, extended, replaced, or otherwise modified), hereinafter called "Agreement," whereby the COUNTY agreed to provide bulk wastewater treatment for the ASSIGNOR; and

WHEREAS, the Agreement is the subject of a purchase and sale transaction, hereinafter called "Transaction," involving the sale of the ASSIGNOR'S wastewater business to Ni Florida, LLC, a Florida limited liability company, hereinafter called "Assignee;" and

WHEREAS, pursuant to the terms of the Agreement, the ASSIGNOR is required to obtain the COUNTY'S consent to its assignment of its rights and obligations under the Agreement to the Assignee; and

WHEREAS, pursuant to a Consent Order with the Florida Department of Environmental Protection (FDEP), the COUNTY must address the high level of chlorides at its Hudson Wastewater Treatment Plant (WWTP), and the COUNTY has identified the ASSIGNOR, as a significant source of the chlorides going to its Hudson WWTP; and

WHEREAS, the ASSIGNOR has an obligation pursuant to the Agreement, FDEP regulations, and COUNTY ordinances to address the high level of chlorides in its wastewater system; and

WHEREAS, the Assignee is aware of this obligation and has developed a plan to address the chlorides as set forth in the letter attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the COUNTY and Assignee hereby agree as follows:

1. Effective as of the Effective Date (as defined below), the COUNTY hereby consents to the assignment of the ASSIGNOR'S rights under the Agreement to the Assignee and agrees that the Assignee shall assume the obligations of the ASSIGNOR arising under the Agreement after the Effective Date.

2. The COUNTY further confirms that from and after the Effective Date, all representations, warranties, indemnities, and agreements of the COUNTY under the Agreement shall inure to the benefit of, and shall be enforceable by the Assignee to the same extent as if the Assignee were originally a party to the Agreement. The Assignee agrees that it shall provide the COUNTY with notice of the Effective Date. This consent shall become null and void if the COUNTY has not received notice of the Effective Date from the Assignee by June 30, 2008.

3. The Assignee agrees that it shall timely execute and adequately fund the plan set forth in Exhibit A and otherwise comply with, and hereby ratifies and confirms, the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this _____ day of _____, _____.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

JED PITTMAN, CLERK

TED SCHRADER, CHAIRMAN

WITNESSES:

NI FLORIDA, LLC

BY: _____

Print

Its _____
Title