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February 21, 2008

Ms. Ann Cole, Director  
Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center, Room 110  
Tallahassee, FL 32399-0850

**HAND DELIVERY**

RECEIVED-FPSC  
08 FEB 21 PM 12:04  
COMMISSION  
CLERK

Re: Docket No. 070740-SU

Dear Ms. Cole:

Enclosed for filing on behalf of Hudson Utilities, Inc. ("Hudson") and Ni Florida, LLC ("Ni Florida") is the original and fifteen copies of the Notice of Filing Corrected Page Under Composite Exhibit "C" and Additional Document Under Exhibit "M" to Joint Application for Approval of Transfer of Hudson Utilities, Inc.'s Wastewater System.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Sincerely,

  
Kenneth A. Hoffman

- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL 1 KAH/rl
- OPC \_\_\_\_\_
- RCA \_\_\_\_\_
- SCR \_\_\_\_\_
- SGA \_\_\_\_\_
- SEC \_\_\_\_\_
- OTH \_\_\_\_\_

Enclosures  
Mathew S. Griffin, with enclosures  
Michael Ashfield, with enclosures  
F:\USERS\ROXANNE\NIAMERICA\Cole.feb 21 08.wpd

DOCUMENT NUMBER-DATE

01349 FEB 21 08

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application of Hudson Utilities, Inc. )  
and Ni Florida, L LC for Approval of Transfer )  
of Hudson Utilities, Inc.'s Wastewater System. )  
\_\_\_\_\_)

Docket No. 070740-SU

Filed: February 21, 2008

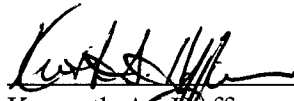
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CLERK

**NOTICE OF FILING CORRECTED PAGE UNDER  
COMPOSITE EXHIBIT "C" AND ADDITIONAL  
DOCUMENT UNDER EXHIBIT "M" TO JOINT  
APPLICATION FOR APPROVAL OF TRANSFER  
OF HUDSON UTILITIES, INC.'S  
WASTEWATER SYSTEM**

Joint Applicants, Hudson Utilities, Inc. and Ni Florida, LLC, by and through their undersigned counsel, hereby file this Notice of Filing two additional documents in support of the Joint Applicants' Application for Approval of Transfer of Hudson Utilities, Inc.'s Wastewater System:

1. **Composite Exhibit "C"** - - Corrected page 1 to Assignment and Assumption Agreement; and
2. **Exhibit "M"** - - Consent to Assignment of Bulk Wastewater Treatment Agreement.

Respectfully submitted this 21<sup>st</sup> day of February, 2008.

  
 \_\_\_\_\_  
 Kenneth A. Hoffman, Esquire  
 Marsha E. Rule, Esquire  
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DOCUMENT NUMBER DATE

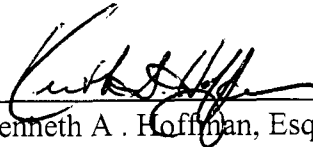
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FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Notice of Filing was furnished by United States Mail to the following this 21<sup>st</sup> day of February, 2008:

Jean Hartman, Esq.  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

  
\_\_\_\_\_  
Kenneth A. Hoffman, Esquire

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment"), is entered into effective as of December 19, 2007 among Ni America Operating LLC, a Delaware limited liability company ("Assignor"), and Ni Florida, LLC, a Delaware limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, (i) Assignor, (ii) Ni America Capital Management LLC, a Delaware limited liability company (the "Parent"), (iii) Hudson Utilities, Inc., a Florida corporation (the "Seller"), and (iv) Mathew (Mat) S. Griffin and Robert (Bob) Bammann (collectively, the "Principal Shareholders") entered into that certain Asset Purchase Agreement dated as of December 19, 2007 (the "Purchase Agreement"), pursuant to which Seller agreed to sell, and Assignor agreed to purchase the wastewater utility business known as Hudson Utilities, located in Pasco County, Florida;

WHEREAS, Section 11.13 of the Purchase Agreement permits Assignor to assign the Purchase Agreement to Assignee without having to obtain the consent of Seller;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right and title to, and interest in, the Purchase Agreement.
2. Assignee hereby assumes and agrees to perform, discharge and satisfy, all of the Assignor's liabilities and obligations under the Purchase Agreement when due or performable.
3. Assignee shall indemnify, defend and hold harmless Assignor and its shareholders, partners, members, managers, officers, directors, employees, attorneys, agents and representatives, and their successors and assigns, from and against any and all demands, claims, liabilities, losses, obligations, causes of action, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees, court costs, and other costs of suit, which arise out of, or are attributable to, Assignee's breach of its covenants under Section 2 of this Assignment or any claim that Assignee breached an obligation under the Purchase Agreement.
4. Assignor represents and warrants to Assignee that (i) Assignor has not previously assigned any of its right, title or interest in the Purchase Agreement, (ii) Assignor is not in breach of any of its obligations under the Purchase Agreement as of the date hereof, and (iii) to the actual knowledge of Assignor, Seller is not in material breach of any of its obligations under the Purchase Agreement as of the date hereof.
5. Assignor agrees with Assignee that it shall duly execute and deliver all such further instruments of sale, transfer, and conveyance and all such notices, releases, acquittances, and other documents, as may be necessary to more fully assign and convey to and vest in Assignee the Purchase Agreement.

HOUSTON 965676v1



DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK

## 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 (the "County"), is a party to the Agreement between Hudson Utilities, Inc., a Florida corporation (the "Assignor"), and the County, dated June 5, 1990 (as at any time amended, restated, supplemented, extended, replaced or otherwise modified, the "Wastewater Agreement"), whereby the County agreed to provide bulk wastewater treatment for the Assignor;

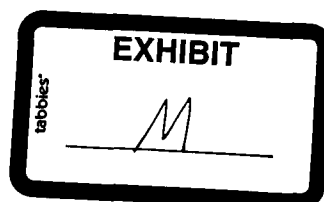
WHEREAS, the Wastewater Agreement is the subject of a purchase and sale transaction (the "Transaction") involving the sale of the Assignor's wastewater business to Ni Florida, LLC, a Florida limited liability company (the "Assignee"); and

WHEREAS, pursuant to the terms of the Wastewater Agreement, the Assignor is required to obtain the County's consent to its assignment of its rights and obligations under the Wastewater Agreement to the Assignee.

NOW, THEREFORE, in consideration of One Dollar lawful money of the United States of America to it in hand paid, the County hereby agrees 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 Wastewater Agreement to the Assignee and agrees that the Assignee shall assume the obligations of the Assignor arising under the Wastewater 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 Wastewater 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 Wastewater Agreement.
3. As used herein, the term "Effective Date" shall mean the date upon which the Transaction has been completed and the Assignee has become legally obligated to assume the Assignor's rights and obligations under the Wastewater 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.

[SIGNATURE PAGE FOLLOWS.]



IN WITNESS WHEREOF, the County has executed this Consent to Assignment of Agreement as of this \_\_ day of January, 2008.

PASCO COUNTY, FLORIDA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_