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December 12, 2023

VIA Electronic Filing to the Office of Commission Clerk

Attn: Melinda Watts, Engineering Specialist
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: Docket No. 20220062-WS; Application for Transfer of water and wastewater facilities of C.F.A.T. H2O, Inc., Water Certificate No. 552-W, and Wastewater Certificate No. 481-S to CSWR-Florida Utility Operating Company, LLC, in Marion County

Dear Ms. Watts:

On November 30, 2023, CSWR-Florida Utility Operating Company, LLC closed on its purchase of the assets of BFF Corp., CFAT H2O, Inc., and Tradewinds Utilities, Inc. As required by the Commission's transfer order (PSC-2023-0266-PAA-WS), please find enclosed copies of the executed and recorded deed (exhibit 1) and the signed and executed contract for sale (exhibit 2). Thank you for your continued assistance with this docket.

Sincerely,

/s/ Thomas A. Crabb

Thomas A. Crabb
Attorney for CSWR-Florida UOC

cc: Charles Rehwinkel, Esq. (rehwinkel.charles@leg.state.fl.us)
Walt Trierweiler, Esq. (trierweiler.walt@leg.state.fl.us)

1

Rec. \$
Doc Stamps \$

Prepared by/Record & Return to:
Thomas J. Dobbins, Esquire
Trow & Dobbins, P.A.
1301 NE 14th Street
Ocala, FL 34470-4641
(352) 369-8830

For Recorder's Use Only



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 12/01/2023 09:10:55 AM
FILE #: 2023153446 OR BK 8201 PGS 1057-1062
REC FEES: \$52.50 INDEX FEES: \$0.00
DDS: \$10080.00 MDS: \$0 INT: \$0

CORPORATE WARRANTY DEED

THIS INDENTURE, made this 30th day of November 2023 by and between C.F.A.T. H2O, INC., a Florida corporation, whose mailing address is 1552 SW 7th Road, Ocala, County of Marion, State of Florida 34471, GRANTOR, and CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company, whose mailing address is 1630 Des Peres Road, Suite 140, St. Louis, County of St. Louis, State of Missouri 63131, GRANTEE.

WITNESSETH, that the said GRANTOR for and in consideration of the sum of Ten and no/100 Dollars, to it in hand paid by the GRANTEE has granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever the lands described on Exhibits "A", "B", "C" and "D" attached hereto.

SUBJECT to Easements, Agreements, Covenants, and Restrictions of record which shall not be re-imposed hereby.

SUBJECT to taxes for 2023 and thereafter.

Together with all tenements, hereditaments, and appurtenances thereto, belonging or in any way appertaining, to have and to hold in the same in fee simple forever. The GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

EXHIBIT "A"

Marion County Property Appraiser's Parcel ID: 14503-000-06

DESCRIPTION FOR WATER TREATMENT PLANT:

COMMENCE AT THE NORTHEAST CORNER OF LOT 18, BLOCK B OF LANDFAIR UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "Y", PAGES 53 THROUGH 55 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 04 MINUTES 21 SECONDS WEST A DISTANCE OF 269.47 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 603.79 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 60.67 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 45 SECONDS EAST, A DISTANCE OF 214.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 63.79 FEET; THENCE NORTH 85 DEGREES 54 MINUTES 16 SECONDS EAST, A DISTANCE OF 80.40 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 90.62 FEET; THENCE SOUTH 86 DEGREES 12 MINUTES 39 SECONDS WEST, A DISTANCE OF 80.66 FEET; THENCE NORTH 03 DEGREES 46 MINUTES 26 SECONDS WEST, A DISTANCE OF 26.40 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20.00 FOOT INGRESS, INGRESS, MAINTENANCE AND UTILITY EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 18, BLOCK B OF LANDFAIR UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "Y", PAGES 53 THROUGH 55 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 04 MINUTES 21 SECONDS WEST, A DISTANCE OF 269.47 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 603.79 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 60.67 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 45 SECONDS EAST, A DISTANCE OF 214.75 FEET; THENCE SOUTH 03 DEGREES 46 MINUTES 26 SECONDS EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 88 DEGREES 06 MINUTES 45 SECONDS WEST, A DISTANCE OFF 236.08 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 61.34 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 563.76 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 21 SECONDS EAST, TO A POINT ON THE NORTH BOUNDARY OF SAID PLAT, A DISTANCE OF 357.29 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 39 SECONDS WEST, ALONG THE NORTH BOUNDARY OF SAID PLAT, TO A POINT ON THE EAST BOUNDARY OF SAID LOT 18, A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 21 SECONDS WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 107.85 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Marion County Property Appraiser's Parcel ID: 14503-000-05

DESCRIPTION FOR PERCOLATION PONDS

COMMENCE 630 FEET NORTH OF THE S.W. CORNER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 22 EAST; THENCE EAST 330 FEET; THENCE NORTH 660 FEET; THENCE WEST 330 FEET; THENCE SOUTH 660 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 22 EAST; THENCE NORTH 00 DEGREES 15 MINUTES 55 SECONDS WEST, ALONG THE EAST BOUNDARY OF SAID SECTION, A DISTANCE OF 956.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 166.17 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 228.17 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 39 SECONDS EAST, PARALLEL WITH AND 20.00 FEET DISTANT FROM THE EAST BOUNDARY OF TRACTS "F" AND "G" OF LANDFAIR UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "Y", PAGES 53 THROUGH 55 INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 227.22 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 21 SECONDS WEST TO THE EAST BOUNDARY OF TRACT "F", A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 39 SECONDS WEST, ALONG THE EAST BOUNDARY OF TRACT "F", A DISTANCE OF 67.50 FEET TO THE NORTHEAST CORNER OF TRACT "F"; THENCE SOUTH 89 DEGREES 55 MINUTES 39 SECONDS WEST, ALONG THE SOUTH BOUNDARY OF TRACT "G", A DISTANCE OF 348.83 FEET; THENCE SOUTH 64 DEGREES 27 MINUTES 51 SECONDS WEST, A DISTANCE OF 11.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF N.E. 23RD COURT (BEING A 50.00 FOOT RIGHT-OF-WAY), SAID POINT LYING ON A 105.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, HAVING A CHORD BEARING OF NORTH 30 DEGREES 38 MINUTES 19 SECONDS WEST AND A CHORD DISTANCE OF 18.52 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 07 MINUTES 28 SECONDS, A DISTANCE OF 18.55 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE ON A NON-TANGENT BEARING OF NORTH 55 DEGREES 44 MINUTES 11 SECONDS EAST, A DISTANCE OF 15.88 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 39 SECONDS EAST, PARALLEL TO THE SOUTH BOUNDARY OF TRACT "G", A DISTANCE OF 355.28 FEET TO THE EAST BOUNDARY OF TRACT "G"; THENCE NORTH 00 DEGREES 15 MINUTES 39 SECONDS WEST, ALONG THE EAST BOUNDARY OF TRACT "G", A DISTANCE OF 140.00 FEET TO THE NORTHEAST CORNER OF TRACT "G"; THENCE NORTH 01 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 244.83 FEET; THENCE NORTH 79 DEGREES 56 MINUTES 38 SECONDS EAST, A DISTANCE OF 186.00 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 55 SECONDS EAST, A DISTANCE OF 20.30 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

Marion County Property Appraiser's Parcel ID: 14503-000-03

TRACTS F AND G, LANDFAIR UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "Y", PAGES 53 THROUGH 55, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

TOGETHER WITH AN INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE S.W. CORNER OF TRACT "F"; THENCE NORTH 89 DEGREES 55 MINUTES 39 SECONDS EAST ALONG THE SOUTH BOUNDARY OF TRACT "F" A DISTANCE OF 20.00 FEET; THENCE DEPARTING FROM SAID SOUTH BOUNDARY SOUTH 00 DEGREES 04 MINUTES 21 SECONDS EAST A DISTANCE OF 67.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 39 SECONDS WEST A DISTANCE OF 85.00 FEET; THENCE NORTH 65 DEGREES 37 MINUTES 45 SECONDS WEST A DISTANCE OF 17.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF N.E. 23RD COURT (BEING A 50.00 FOOT RIGHT-OF-WAY), SAID POINT LYING ON A 105.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF NORTH 18 DEGREES 08 MINUTES 03 SECONDS EAST AND A CHORD DISTANCE OF 32.60 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 51 MINUTES 40 SECONDS A DISTANCE OF 32.73 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE ON A NON-TANGENT BEARING OF NORTH 89 DEGREES 55 MINUTES 39 SECONDS EAST A DISTANCE OF 106.37 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 21 SECONDS WEST A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING.

AND

TOGETHER WITH AN EASEMENT CONTAINED IN O.R. BOOK 2056, PAGE 877, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, IT BEING AN INGRESS, EGRESS, MAINTENANCE AND UTILITY EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "D"

Marion County Property Appraiser's Parcel ID: 14503-000-15

TRACT E, LANDFAIR UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "Y", PAGES 53 THROUGH 55, INCLUSIVE, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

2

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“*Agreement*”) is made as of the 06 day of July, 2021 by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns (“*Buyer*”), and TRADEWINDS UTILITIES INC, BFF CORP. and C.F.A.T. H2O, INC., all of which are Florida corporations (collectively referred to as the “*Seller*”), collectively (“*Parties*”).

ARTICLE I ACQUISITION OF THE PROPERTY

Section 1.01 The Property. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (the “*Property*”):

(a) All immovable property, including all right, title and interest therein, described in **EXHIBIT A**, to be attached hereto prior to the conclusion of the Feasibility Period (as hereafter defined) and made a part hereof, including but not limited to any mineral and other subsurface rights, together with all buildings and improvements located thereon, and all appurtenant rights relating thereto, including, but not limited to, warranties and guaranties, access easements and other easements and rights relating thereto, access to utilities, rights of way and similar rights located on or within or relating to any of the foregoing (collectively, the “*Immovable Property*”);

(b) All movable property and intangible property used in connection with the ownership and/or operation of the Immovable Property, including, but not limited to, all such property described in **EXHIBIT B**, to be attached hereto prior to the conclusion of the Feasibility Period (as hereafter defined) and made a part hereof, however expressly excluding any and all cash, cash equivalents and banking deposits in existence prior to the Closing, any and all accounts receivable accrued prior to the Closing, and any customer deposits held by Seller (collectively, the “*Movable Property*”);

(c) All of Seller’s right, title, and interest in and to the area that the System (as defined below) services (the “*Service Area*”), as determined by Buyer and set forth in **EXHIBIT C**, to be attached hereto prior to the Closing (as hereinafter defined) and made a part hereof, including but not limited to, all real property interests such as easements, rights of way, permits and leases related to the System, and including any and all water and/or sewer facilities, equipment, lines, plants, pipes, manholes, meters, lift or pump stations and appurtenances; and

(d) All property or rights of whatever nature and kind that Seller owns which in any way is used or is useful in the operation of a water and sewer utility system located in Marion County, Florida (the “*System*”).

Section 1.02 Purchase Price.

(a) The purchase price (the “*Purchase Price*”) for the Property shall be **Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00)**. The reasonable allocation of the Purchase Price between the categories in Sections 1.01(a) and 1.01(b) of the Property shall be set forth in **EXHIBIT D** prior to the Closing.

(b) The Purchase Price less any Earnest Money shall be payable in cash at Closing by wired funds and shall be paid by Buyer to Seller (to the account notified by Seller to Buyer prior to the Closing Date) on the Closing Date as defined in Section 4.01.

Section 1.03 Earnest Money. Within fifteen (15) days after the Effective Date (as defined below), Buyer shall deposit with a title company of its choice (the “*Title Company*”) the sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** as the earnest money under this Agreement (the “*Earnest Money*”). The Earnest Money shall be returned to Buyer or paid to Seller in accordance with the terms and conditions of this Agreement.

ARTICLE II
SURVEY AND TITLE REVIEW

Section 2.01 Survey. Buyer shall have the right, for its own benefit, to procure one or more ALTA surveys of the Immovable Property, subject to Section 2.03 (the "*Survey*"). The Survey shall be current, staked, and shall be made on-the-ground and signed, sealed, and certified in favor of Buyer by a duly licensed surveyor selected or approved by Buyer and receipt of the Survey by Buyer prior to Closing, subject to Section 2.03, is a condition to Closing. The cost of the Survey shall be borne by the Buyer.

Section 2.02 Title Insurance. The Buyer shall, within fifteen (15) days after the Effective Date, order and must receive prior to the Closing, subject to Section 2.03, as a condition to Closing, a commitment for title insurance and complete, legible copies of all exception documents (the "*Title Commitment*") issued by the Title Company covering the Immovable Property, binding the Title Company to issue to Buyer at Closing an owner's policy of title insurance paid for by Buyer (the "*Title Policy*") on the standard form of policy in the amount specified by Buyer insuring good, merchantable, and insurable fee simple title to the Immovable Property in Buyer, free and clear of all restrictions, easements, encumbrances, mortgages, liens, claims and other matters except any Permitted Exceptions as defined in Section 2.03.

Section 2.03 Buyer's Review. Buyer shall have until the expiration of the Feasibility Period to examine the Title Commitment and the Survey, and to deliver to Seller in writing Buyer's objections to any items contained or set forth in the Title Commitment or the Survey (the "*Unacceptable Exceptions*"). If Seller is unable or unwilling to eliminate and remove all of the Unacceptable Exceptions, then within fifteen (15) days after receipt of Buyer's written notice, Seller shall notify Buyer in writing of its inability or unwillingness to remove the Unacceptable Exceptions (and such notice shall set forth which Unacceptable Exceptions that Seller is unable or unwilling to remove) and Buyer may terminate this Agreement by giving written notice of such election delivered to Seller. If Buyer so terminates this Agreement, the Earnest Money shall be promptly returned to Buyer, after which neither Party shall have any further rights, duties or obligations hereunder, except as expressly provided in this Agreement to the contrary. If Buyer does not so terminate this Agreement after receiving Seller's written notice, then the Unacceptable Exceptions together with other exceptions not objected to by Buyer shall become Permitted Exceptions (the "*Permitted Exceptions*").

Section 2.04 Feasibility Period.

(a) Seller shall allow Buyer and its agents, employees, contractors, and consultants access to the Property to conduct soil and engineering tests, inspections of equipment, personal property, lines and other components of the System and to conduct any other tests Buyer deems necessary or appropriate in its sole and absolute discretion to determine the feasibility of the Property for Buyer's intended use (the "*Feasibility Study*"), for a period of **one hundred twenty (120) days** after the Effective Date (the "*Feasibility Period*"). Buyer shall bear all costs and expenses of its investigation and restore the Property to its condition prior to such investigation, ordinary wear and tear excepted.

(b) If Buyer finds the Property unacceptable for any reason or no reason, then Buyer, in its sole and absolute discretion, may terminate this Agreement by written notice to Seller on or before the expiration of the Feasibility Period. If Buyer so terminates this Agreement, the Title Company shall, upon demand by Buyer, promptly return the Earnest Money to Buyer and thereafter neither Party shall have any further rights, duties or obligations to the other hereunder.

(c) Seller shall deliver to Buyer within ten (10) business days after the Effective Date of this Agreement, the most recent title commitments, title policies, surveys, environmental site assessments, preliminary plats and site plans, any cross access and easement documents in connection with the Property, any development agreements affecting the Property, lease agreements affecting the Property, any customer lists for the System and any other documents Buyer may reasonably request related to the Property and/or the System.

Section 2.05 Other Termination Rights. In addition to any other rights and remedies set out herein (including but not limited to the termination rights in Sections 2.03, 2.04, 3.02(b) and 5.02), the Buyer shall have the right to terminate this Agreement as set out below:

(a) At any time up to and including the Closing Date if the regulatory bodies required to approve the sale of the System and the Property to the Buyer have not fully and unconditionally approved the sale upon the terms set out herein. In Buyer's sole and absolute discretion, Buyer may terminate this Agreement if the necessary regulatory approvals are not fully and unconditionally granted to Buyer in a form satisfactory to Buyer (as determined in Buyer's sole and absolute discretion) prior to the Closing by giving written notification of such termination to Seller, and upon such termination the Buyer shall receive a prompt return of the Earnest Money.

(b) In the event that, prior to the Closing, all or any portion of the Property is taken, condemned, expropriated, or made the subject of any eminent domain proceedings, or any of the foregoing is threatened (interchangeably, a "Taking"), Buyer may elect to either move to Closing and receive any Taking proceeds, plus an assignment of Seller's right, title, and interest thereto and claim therefor, as full satisfaction for the Taking, or Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing. If Buyer does not receive written notice of a Taking more than five (5) days prior to the Closing, the Closing Date shall be postponed to a date that is not less than five (5) days after Buyer's receipt of written notice of a Taking.

Section 2.06. Effect of Termination. Subject to Article V, upon the termination of this Agreement, the Title Company shall pay the Earnest Money to the appropriate party in accordance with the terms and conditions of this Agreement, and upon such payment being made the Parties shall have no further liability hereunder (except with respect to liabilities of Seller accruing prior to such termination and those obligations hereunder which survive the termination of this Agreement).

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations, Warranties and Covenants of Seller. Seller hereby represents and warrants to Buyer that the facts recited below are true, complete and accurate as of the date hereof and will continue to be true, complete and accurate at Closing:

(a) Sellers are corporations duly formed and in good standing under the laws of the State of Florida, are qualified to conduct business in the State of Florida and have the requisite power and authority to enter into and to perform the terms of this Agreement without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. Seller is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Seller. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Seller, when executed and delivered, shall constitute the legal, valid, and binding obligation by Seller, enforceable against Seller in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(b) Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby is in violation of any other agreement executed by Seller, is prohibited by, or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Seller, other than any regulatory approvals disclosed in writing to Buyer.

(c) Seller has and will have at Closing good, merchantable, and insurable title, in fee simple, to the Property, free and clear of all mortgages, liens, claims, or other encumbrances (except those required by the Title Company in the Title Commitment to be fully satisfied with the Purchase Price at the Closing).

(d) To be best of Seller's Knowledge there are no pending or threatened condemnation, liens, claims, other encumbrances, special assessments, or similar proceedings or charges affecting the Property or Seller by any governmental authority.

(e) Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate, or non-resident alien for purposes of US income taxation, pursuant to Section 1445 of the Internal Revenue Code.

(f) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(g) There are no leases affecting any portion of the Property except such leases disclosed to Buyer in writing by Seller and there are no options, rights of first refusal or contracts granting any rights to acquire any right, title or interest in any portion of the Property, except as listed in the Title Commitment, if any.

(h) Seller has not received any notice of any violation of any ordinance, regulation, law or statute of any government agency or instrumentality pertaining to the Property and/or the System or any portion thereof which has not been complied with in all respects.

(i) There is no action, suit, proceeding or claim affecting Seller, the Property and/or the System, relating to or arising out of any lease, option or contract affecting the Property or the System, or the ownership, operation, use or occupancy of the Property or the System, pending or being prosecuted in any court or by or before any agency or other governmental instrumentality nor, to the best of Seller's Knowledge, has any such action, suit, proceeding or claim been threatened or asserted. There is no proceeding pending or presently being prosecuted in connection with the assessed valuation or taxes of other impositions payable in respect of any portion of the Property.

(j) No work has been performed or is in progress at, and no materials have been furnished to, the Property which might give rise to mechanic's, materialman's or other liens against the Property.

(k) The Property currently has or will have at Seller's sole cost and expense prior to the Closing cross access and easements rights and benefits providing pedestrian and vehicular access to and from the Property and all components within the System necessary to operate the same.

(l) The buildings and improvements, if any, that constitute part of the Immovable Property are structurally sound and there are no defects known to Seller that have not been disclosed to the Buyer in writing by Seller.

(m) To the best of Seller's Knowledge, there are no pending or contemplated zoning changes, variances, special zoning exceptions, conditions or agreements affecting, or potentially affecting the Property or any part thereof.

(n) Except as has been disclosed to Buyer in writing by Seller, the Property complies with all applicable laws of all governmental or quasi-governmental authorities having jurisdiction over, against or affecting the Property. Seller has not received written notice of any, and there are no violations of any laws, similar rules and regulations relating and/or applicable to the ownership, use and operation of the Property as it is now operated, and/or other licenses or permits, which remain uncured. All governmental or quasi-governmental occupancy and use permits, licenses, consents, approvals, permits, authorizations, certificates, and other requirements of the authorities necessary or required for the continued use and operation of the System and/or the Property for the purposes for which the same are intended (collectively, "*Approvals*"), if any, have been unconditionally and finally issued and paid for and are in full force and effect in accordance with the respective terms thereof. All work or conditions required to be performed or fulfilled pursuant to the Approvals (on or off-site) have been fully performed in accordance with the requirements thereof and the Property fully complies with the Approvals.

(o) To the best of Seller's Knowledge, there is no fact or condition which materially and adversely affects the business, operations, affairs, properties or condition of Seller or the Property, which has not been set forth

in this Agreement or in the other documents, certificates or written statements furnished to Buyer in connection with the transactions contemplated hereby.

(p) To the best of Seller's Knowledge, no representation or warranty made by Seller in this Agreement, in any Exhibit attached hereto, or in any letter or certificate furnished to Buyer pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.

(q) Environmental Matters.

(i) Except as disclosed on the attached **EXHIBIT E**, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, to the best of Seller's Knowledge, the Property is currently and has been in compliance with all Environmental Laws (as defined below) and Seller has not received any: (i) Environmental Notice (as defined below) or Environmental Claim (as defined below); or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing.

(ii) Except as disclosed on the attached **EXHIBIT F**, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, to the best of Seller's Knowledge, Seller has obtained and is in material compliance with all Environmental Permits (as defined below) (each of which is disclosed on **EXHIBIT F**) necessary for operating the System or use of the Property and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing in accordance with Environmental Law, and Seller is not aware of any condition, event or circumstance that might prevent or impede, after the Closing, the operation of the System as currently conducted or the ownership, lease, operation or use of the Property. With respect to any such Environmental Permits, Seller has undertaken, or will undertake prior to the Closing, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(iii) None of the Property is listed on, or to the best of Seller's Knowledge, has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA (as defined below), or any similar state list.

(iv) To the best of Seller's Knowledge, there has been no Release of Hazardous Materials (as defined below) in contravention of Environmental Law with respect to the Property or any real property currently or formerly owned, leased or operated by Seller in connection with the System, and Seller has not received an Environmental Notice that any of the Property or real property currently or formerly owned, leased or operated by Seller in connection with the System (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Seller.

(v) To the best of Seller's Knowledge, no underground storage tanks are located on the Immovable Property and no construction debris has been buried on or under the Immovable Property.

(vi) **EXHIBIT G**, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, contains a complete and accurate list of all off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller and, to the best of Seller's Knowledge, any predecessors in connection with the System or the Property as to which Seller may retain liability, and none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list, and Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller.

(vii) Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(viii) Seller has provided or otherwise made available to Buyer, within thirty (30) days of the Effective Date, and listed in **EXHIBIT H**, to be attached hereto within thirty (30) days of the Effective Date and made a part hereof: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Property or any real property currently or formerly owned, leased or operated by Seller in connection with the System which are in the possession or control of Seller related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(ix) Seller is not aware of nor reasonably anticipates, as of the Closing, any condition, event or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the System and Property as currently carried out.

Section 3.02 Covenants of Seller.

(a) Seller will own, operate, use and manage the System and the Property only in the ordinary course of business consistent with past practice and in any event will ensure that, any provisions of this Agreement to the contrary notwithstanding, (i) the physical and environmental condition of the Property is the same at the time of the Closing as it is as of the Effective Date, only ordinary wear and tear as to the physical condition excepted, and (ii) Seller's title to the Immovable Property and the survey condition of the Immovable Property is the same at the time of the Closing as it is as of the Effective Date, only improvements to the title condition or survey condition performed or undertaken by Seller to address Unacceptable Exceptions excepted.

(b) Seller shall maintain current hazard insurance in force on the Property until the Closing Date. The risk of loss to the Property shall not pass to Buyer unless and until delivery of possession of the Property is delivered to Buyer. If an event of casualty occurs to the Property prior to Closing, the Buyer may elect to either move to Closing and accept any insurance proceeds and deductible, plus an assignment of all of Seller's right, title, and interest in and to any and all insurance claims, as full satisfaction for the damage to the Property or the Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing, but if Buyer does not receive written notice of such casualty more than five (5) days prior to the Closing, the Closing Date shall be postponed to a date that is not less than five (5) days after Buyer's receipt of written notice of such casualty.

(c) Seller agrees to execute any documents required by the controlling governing authority to replat or rezone the Property.

(d) Seller agrees that from the Effective Date until either the termination of this Agreement or until after the Closing that Seller will not file any notices, requests, compliance documents, pleadings, or any other documents with any governmental or quasi-governmental authority that has jurisdiction over Seller in the operation, regulation or oversight of the System or any other endeavors of Seller (whether related to the System or not) without first providing at least ten (10) days prior notice to the Buyer for review and comment on such filing.

Section 3.03. Certain Definitions.

The following definitions apply in this Agreement:

(a) "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

(b) “*Environmental Claim*” means any action, governmental order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release (as defined below) of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

(c) “*Environmental Notice*” means any applicable law, and any governmental order or binding agreement with any governmental authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

(d) “*Environmental Laws*” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit. The term “*Environmental Laws*” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

(e) “*Environmental Permits*” means any permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

(f) “*Hazardous Materials*” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

(g) “*Knowledge*” or “*Seller’s Knowledge*” means the actual knowledge of Seller and each of Seller’s Representatives; in each case, after due inquiry.

(h) “*Release*” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

(i) “*Representatives*” in relation to a person means such person’s managers, shareholders, members, officers, directors, employees, agents, advisors, affiliates, successors, and permitted assigns and for the avoidance of doubt the Representatives of Seller.

Section 3.04 Indemnification. From and after the Closing, Seller shall defend, hold harmless and indemnify the Buyer and/or Buyer’s Representatives (as defined below) (collectively, “*Indemnified Party*”) from and against any and all losses, damages, diminutions in value, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including professional fees and attorneys’ fees, that are suffered or incurred by the Indemnified Party or to which the Indemnified Party may otherwise become

subject to at any time (collectively, “Losses”) arising out of or as a result of: (i) any inaccuracy in or breach of any representation, warranty and/or covenant made by Seller in this Agreement; (ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement; (iii) any actual or alleged liability of Seller and/or Seller’s Representatives, or any actual or alleged liability of Buyer that derives from any such liability of Seller and/or Seller’s Representatives, whether such liability arises before or after the Closing; and (d) any claim by a third party based upon, resulting from or arising out of (A) the business, operations, properties, assets or obligations of Seller conducted, existing or arising on or prior to the Closing; (B) any inaccuracy in or breach of any representation or warranty made by Seller in this Agreement, or any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement; (C) any negligent or more culpable act or omission of Seller or its Representatives (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or (D) any failure by Seller or its Representatives to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, Seller is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from Indemnified Party’s gross negligence or more culpable act or omission (including recklessness or willful misconduct).

Section 3.05 Representations, Warranties and Covenants of Buyer.

Buyer hereby represents and warrants to Seller that the facts recited below are true, complete and accurate as of the date hereof and will continue to be true, complete and accurate at the Closing:

(a) Buyer is a corporation duly formed and in good standing under the laws of the State of Missouri, is qualified to conduct business in the State of Missouri and has the requisite power and authority to enter into and to perform the terms of this Agreement without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. Buyer is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Buyer. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Buyer, when executed and delivered, shall constitute the legal, valid, and binding obligation by Buyer, enforceable against Buyer in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors’ rights generally).

(b) Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby is in violation of any other agreement executed by Buyer, is prohibited by, or requires Buyer to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Buyer, other than any regulatory approvals disclosed in writing to Seller.

ARTICLE IV
CLOSING

Section 4.01 Closing.

(a) Subject to the terms and conditions of this Agreement, the Closing of the purchase and sale of the Property pursuant to this Agreement (the “Closing”) shall take place at the Title Company forty-five (45) days after the later of the expiration of the Feasibility Period and the approval by any regulatory bodies in a form satisfactory to Buyer as set forth in more detail in Section 2.05(a), or (i) such earlier date as is elected by Buyer by giving not less than three (3) days prior notice to Seller, or (ii) such later date as agreed in writing by Seller and Buyer (the “Closing Date”).

(b) At the Closing, Seller shall deliver to Buyer the following:

(i) A certificate of good standing for Seller plus the requisite duly executed corporate approvals for the sale;

(ii) A general warranty deed in executed form, conveying good, merchantable, and insurable title in fee simple to all of the Immovable Property, free and clear of any and all mortgages, liens, encumbrances, claims, conditions, easements, assessments, and restrictions, except for the Permitted Exceptions, if any;

(iii) A duly executed bill of sale, conveying all of the Movable Property described in **EXHIBIT B**, free and clear of any and all mortgages, liens, claims, restrictions, and encumbrances;

(iv) A duly executed termination of lease, terminating any existing lease agreements encumbering or relating to the Property;

(v) A duly executed assignment of any interest in any other Property used and/or useful in the operation of the System that is owned by Seller;

(vi) Such other instruments and documents that are customarily executed by a seller of immovable property in the county in which the Property is located, including, but not limited to, resolutions or unanimous written consents of the Board of Directors of Seller, and if required the shareholders of Seller, to authorize the sale of the Property to Buyer pursuant to this Agreement;

(vii) Tax statements for calendar year of the Closing;

(viii) Possession of the Property;

(ix) If requested by Buyer, and to the extent assignable, duly executed, conveyances and assignments to Buyer of any and all consents, authorizations, variances, waivers, licenses, permits, and approvals from any federal, state, county, municipal, or other governmental or quasi-governmental agency, department, board, commission, bureau, or other entity or instrumentality relating to the Property, including, without limitation, those relating to environmental, foundation, use, utilities, building, fire, traffic, and zoning heretofore or hereafter held by or granted to Seller (collectively, the "*Approvals*"). No additional consideration shall be due by Buyer for the Approvals, it being understood and agreed by Seller that the Purchase Price covers the Property, the Approvals, and the Claims (as hereinafter defined); and

(x) If requested by Buyer, duly executed assignments to Buyer, with full substitution and subrogation, of any and all claims, actions, rights, causes of action, rights of action, and warranties, whether arising in contract, tort, or otherwise, including, but not limited to, environmental claims, actions, rights, causes of action, rights of action, and warranties, that Seller has or may have against any and all persons and entities as a result of any apparent or non-apparent damage to, destruction of, or diminution in value of the Property, or any part thereof, occurring prior to the Closing (collectively, the "*Claims*"). No additional consideration shall be due by Buyer for the Claims, it being understood and agreed by Seller that the Purchase Price covers the Property, the Approvals, and the Claims.

(c) At the Closing, Buyer shall deliver to Seller the following:

(i) The Purchase Price; and

(ii) Such other instruments and documents that are customarily executed by a buyer of immovable property in the county in which the Property is located.

Section 4.02 Closing Costs and Prorations. Buyer and Seller hereby covenant and agree that:

(a) Seller shall pay the costs of any roll back taxes, one-half (1/2) of the escrow fee charged by the Title Company, and Seller's attorneys' fees and expenses. Seller shall also pay all fees, costs, and expenses for title curative work and any other work that Seller agrees to perform or undertake in order to address any Unacceptable Exceptions and/or to otherwise enable Seller to sell and deliver to Buyer good, merchantable, and insurable fee simple title to the Property as required by this Agreement.

(b) Buyer shall pay all remaining title fees charged by the Title Company, recording fees, and Buyer's attorneys' fees.

(c) All ad valorem real estate taxes and assessments levied or assessed against the Property shall be prorated according to the calendar year as of the Closing Date, based on the most recent tax bill and assessments levied for the same.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.01 Buyer's Default and Seller's Remedies.

(a) Buyer's Default. Buyer shall be in default under this Agreement if and only if any and all conditions to be satisfied under the terms of this Agreement prior to the Closing have been satisfied (or duly waived) and Buyer fails or refuses to perform Buyer's obligations at the Closing for any reason other than a default by Seller. For the avoidance of doubt, a termination under Section 2.04 will not constitute an event of default by Buyer.

(b) Seller's Remedies. If Buyer is in default under this Agreement, the sole and exclusive remedy of Seller, shall be receipt of the Earnest Money. Buyer and Seller agree that in such case the Earnest Money shall be liquidated or stipulated damages under Florida law for a breach or default by Buyer under this Agreement and/or any other actions or claims that could arise out of or are related to this Agreement because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. Therefore, in no event shall Buyer be liable for or Seller be entitled to any actual damages or any other type of damages or remedy under any action or claim that could arise out of or that could any way relate to this Agreement other than the right to receive the stipulated amount of the Earnest Money as full satisfaction of Seller's claims.

Section 5.02 Seller's Defaults and Buyer's Remedies.

(a) Seller's Defaults. Seller shall be in default under this Agreement on the occurrence of any of one or more of the following events:

(i) Any breach of a representation or warranty made by Seller in this Agreement or failure of any such representation or warranty to be true, accurate and complete; or

(ii) Any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement.

(b) Buyer's Remedies. If Seller defaults under this Agreement (whether before or after the Closing or before termination or after termination in relation to provision that survive termination) Buyer may:

(i) If such default is identified prior to the Closing, terminate this Agreement by written notice to Seller and Title Company, in which event the Title Company shall promptly refund the Earnest Money to Buyer;

(ii) Enforce specific performance of this Agreement against Seller; and/or

(iii) Pursue such other remedies as may be available at law or in equity, including a suit for any damages and the right to recover attorneys' fees and costs.

Section 5.03 Attorneys' Fees. If either party defaults under this Agreement, and the non-defaulting party employs an attorney to enforce the terms hereof, such non-defaulting party shall be entitled to reasonable attorneys' fees and costs from the defaulting party.

Section 5.04 Survival. The provisions of this Section 5 and of Article III, Article VI, Article VII shall survive the termination of this Agreement. The provisions of Article III shall survive the Closing for a period of five

(5) years, except that the representations and warranties in Sections 3.01(a), (b), and (c), and Section 3.04 shall survive indefinitely. All other provisions of this Agreement shall survive Closing unless otherwise expressly stated.

ARTICLE VI
COMMISSIONS

Section 6.01 Commission. No commissions are due and/or owing for the procurement of this Agreement to any third parties. Seller shall defend, indemnify, and hold harmless Buyer from and against any and all claims by any person or entity for brokerage fees, brokerage commissions, finder's or other fees, which shall include, but shall not be limited to, any and all court costs, attorneys' fees and other costs and expenses relating thereto, alleged to be due to any broker and/or agent with whom Seller has dealt in connection with this Agreement or the sale of the Property to Buyer, and Buyer shall defend, indemnify, and hold harmless Seller from and against any and all claims by any person or entity for brokerage fees, brokerage commissions, finder's or other fees, which shall include, but shall not be limited to, any and all court costs, attorneys' fees and other costs and expenses relating thereto, alleged to be due to any broker and/or agent with whom Buyer has dealt in connection with this Agreement or the purchase of the Property by Buyer.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01 Effective Date of Agreement. The term "Effective Date" as used herein shall mean the date this Agreement has been fully executed by Seller and Buyer, as indicated by their signatures below, and a signed copy thereof is delivered to and acknowledged by the Title Company.

Section 7.02 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent to the address or telecopy number of the party to receive such notice set forth below if effected by telecopy, e-mail or other electronic transmission, hand delivery, by Federal Express or other reputable courier service, or when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Buyer:	Josiah M. Cox, President Central States Water Resources, Inc. 1650 Des Peres Road, Suite 303 St. Louis, MO 63131
with a copy to:	James A. Beckemeier Beckemeier LeMoine Law 13421 Manchester Rd., Suite 103 Saint Louis, Missouri 63131 Phone: (314) 965-2277 Facsimile: (314) 965-0127 E-mail: jim@bl-stl.com
If to Seller:	Charles deMenzes, President 12601 SE Sunset Harbor Rd Weirsdale, FL 32195 Attention: Phone: <u>352-843-7790</u> Facsimile: <u>352-732-4366</u> E-Mail: <u>charlie@altfo.com</u>

with a copy to:

Deborah Dillon
PO Box 4230
Ocala, FL 34478-4230
Attention: _____
Phone: 352-208-4021
Facsimile: 352-732-4366
E-Mail: debbie@alternativephone.com

Section 7.03 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND ALL PROCEEDINGS OR OBLIGATIONS HEREUNDER SHALL BE MADE AND ARE PERFORMABLE IN MARION COUNTY, FLORIDA.

Section 7.04 Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the Parties hereto and their respective heirs, administrators, successors and assigns. Buyer shall have the right to assign this Agreement to another entity or affiliate by providing written notice to Seller of such assignment. However, Seller shall not have the right to assign this Agreement without the written consent of the Buyer.

Section 7.05 Counterparts and Amendments. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. This Agreement may only be amended by a written document signed by each of the Parties hereto, which document shall make specific reference to this Agreement.

Section 7.06 Time. Time is of the essence in the performance of each term, condition, and covenant contained in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance of any term, condition or provision hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day.

Section 7.07 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

Section 7.08 Entire Agreement. Buyer and Seller each acknowledges and agrees that at all times each have intended that none of the preliminary negotiations concerning this Agreement would be binding on any party. This Agreement and the Exhibits attached hereto prior to the Closing Date contain all the covenants, conditions, agreements and understandings between the Parties and shall supersede all prior covenants, conditions, agreements, letters of intent, term sheets, and understandings between Seller and Buyer with respect to the purchase and sale of the Property and all other matters contained in this Agreement.

Section 7.09 Final Exhibits. The legal description of the Immovable Property contained in the Survey shall be substituted for the legal description of the Immovable Property used in **EXHIBIT A** as of the date hereof without the necessity of the Parties executing any additional amendments to this Agreement. **EXHIBIT C** shall be included as part of this Agreement when, and in the form, notified to Seller by Buyer in writing. **EXHIBIT D** shall be included as part of this Agreement if and when it is in the form, agreed by Seller and Buyer in writing prior to Closing. With regard to **EXHIBITS E, F, and G**, in the event Seller fails to provide a list of all relevant information for the respective Exhibit at least thirty (30) days prior to the end of the Feasibility Period, Buyer will assume there is no such relevant information and the respective Exhibit will be marked "None."

Section 7.10 Buyer Exchange. Seller and Buyer agree to cooperate should the other elect to purchase the Property or other real property as part of a like-kind exchange under IRC section 1031. Any contemplated exchange shall not impose upon the cooperating party any additional liability or financial obligation, and Buyer or

Seller, as appropriate agrees to hold the other harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon either party's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer or Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

Section 7.11 Rollback Taxes, Standby Fees and Special Assessments. If this sale results in the assessment after Closing of additional taxes, standby fees or special assessments for periods of Seller's ownership (including taxes assessed as a result of a change in ownership or usage), the additional taxes, fees or assessments plus any penalties and interest shall be paid by Seller to Buyer within fifteen (15) days of receipt by Buyer of a statement for such taxes, fees or assessments.

Section 7.12 Ambiguities Not to Be Construed against Party Who Drafted Agreement. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

Section 7.13 No Special Relationship. The Parties' relationship is an ordinary commercial relationship of seller and buyer, and they do not intend to create and have not created the relationship of principal and agent, partnership, joint venture, or any other special relationship.

Section 7.14 Confidentiality. The Parties will keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

Section 7.15 Business Day. As used in this Agreement, the term "business day" means Monday through Friday of each week, except for days on which banks in Marion County, Florida are closed for business. If the final date of any period which is set out any section of this Agreement falls upon a day which is not a business day, then, and in such event, the time of such period will be extended to the next business day.

Section 7.16 Further Assurances. From the date hereof, Seller and Buyer each agrees to do such things, perform such acts and make, execute, acknowledge and deliver such documents as may be reasonably necessary and customary to complete the transactions contemplated by this Agreement. In particular, Seller and Buyer each agrees to do such things as may be reasonably necessary with respect to the transfer of the Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed under proper authority and effective and binding as of the date first set above.

BUYER:

CENTRAL STATES WATER RESOURCES, INC.,
a Missouri corporation

By: 
By: Josiah Cox (Jul 6, 2021 13:11 MDT)
Josiah M. Cox, President

SELLER:

TRADEWINDS UTILITIES, INC.

By: *Charles deMenzes*

Name: Charles deMenzes

Title: President

BFF CORP.

By: *Charles deMenzes*

Name: Charles deMenzes _____

Title: President

C.F.A.T. H2O INC.

By: *Charles deMenzes*

Name: Charles deMenzes _____

Title: President

RECEIPT OF EARNEST MONEY

The undersigned Title Company, TROW & DOBBINS, P.A., hereby acknowledges its receipt of an executed copy of the Purchase and Sale Agreement between CENTRAL STATES WATER RESOURCES, INC., as Buyer, and TRADEWINDS UTILITIES INC, BFF COPR. And C.F.A.T. H2O, INC., collectively as Seller, and the Earnest Money provided therein and, further, agrees to comply with and be bound by the terms and provisions of the Escrow Agreement and the Purchase and Sale Agreement, without demand, including, without limitation, those terms relating to the disposition of the Earnest Money.

TROW & DOBBINS, P.A., a Florida
professional association

By: 
Thomas J. Dobbins, its President

Date: 9-30-21

EXHIBIT A

Description of the Immovable Property

(The legal description(s) of the Land, Improvements thereon, Easements, & Rights of Way shall be determined by survey and title commitments, which shall be inserted prior to the Closing).

[TO BE INSERTED PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD]

The following described lots, tracts or parcels of land, lying, being and situate in the County of Marion State of Florida:

All interests in land used or useful in operation of the Sewer and/or Water System that services the area set forth on **EXHIBIT C**, including but not limited to easements, rights of way and permits, and including the real property described in Commitment File No. [FILE NUMBER], issued by [TITLE COMPANY], as agent for [UNDERWRITER].

Tradewinds Utilities, Inc.

Parcel ID

<u>15848-001-00</u>	TRADEWINDS UTILITIES INC	Water Tower	<u>Beta Map It+</u> 0869 9001 10.25 Acres
<u>15845-000-02</u>	TRADEWINDS UTILITIES INC	2925 NE 43rd PL	<u>Beta Map It+</u> 1585 9001 2.00 Acres
<u>15845-007-06</u>	TRADEWINDS UTILITIES INC	2925 NE 43rd PI	<u>Beta Map It+</u> 1585 9001 0.25 Acre

CFAT H2o, Inc.

<u>14503-000-15</u>	C F A T H2O INC		<u>Beta Map It+</u> 4654 9001 0.06 Acre
<u>14503-000-03</u>	C F A T H2O INC	7721 NE 22ND TER	<u>Beta Map It+</u> 0874 9001 1.81 Acres
<u>14503-000-05</u>	C F A T H2O INC	Spray Field	<u>Beta Map It+</u> 0874 9001 5.00 Acres
<u>14503-000-06</u>	C F A T H2O INC	7701 NE 22ND TER	<u>Beta Map It+</u> 0874 9001 0.70 Acre
<u>880838</u>	C F A T H2O INC	1 TRACTS E,F,G LANDFAIR UNIT	<u>Beta Map It+</u> 0000 9001 0.00

BFF Corp

<u>810909</u>	BFF CORP	840 NW 47TH ST	<u>Beta Map It+</u> 0000 9002 0.00
<u>12675-000-01</u>	BFF CORP INC		<u>Beta Map It+</u> 0191 9002 0.08 Acre

EXHIBIT B

Description of the Movable Property

(tools, devices, equipment, furniture, fixtures, machinery, supplies, and other tangible items)

[TO BE PROVIDED BY SELLER PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD]

All Property set forth herein shall be transferred to Buyer free and clear of all liens, pledges, leases, options, rights of first refusal, conditional sales agreements or any other such encumbrances.

All personal property comprising the Sewer System that services the area set forth on **EXHIBIT C**, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, and any other appurtenances of the Sewer System, and all machinery, equipment, supplies and other tangible items used in connection with the Sewer System; AND All personal property comprising the Water System that services the area set forth on **EXHIBIT C**, including but not limited to, the water lines, pipes, wells, well house, tanks, pumps, meters, valves, and any other appurtenances of the Water System, and all machinery, equipment, supplies and other tangible items used in connection with the Water System.

Additional Personal Property

EXHIBIT C

Service Area Map

(area in which the System service lines, plant, pipes, manholes, meters, lift or pump stations and appurtenances, utility facilities, etc. are located)

[SERVICE AREA MAP & LEGAL DESCRIPTION TO BE INSERTED PRIOR TO CLOSING]

EXHIBIT D
[Purchase Price Allocation]

[TO BE INSERTED PRIOR TO CLOSING]

EXHIBIT E
[Environmental Non-Compliance]

[TO BE PROVIDED BY SELLER THIRTY (30) DAYS PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD; IF NOT PROVIDED DURING THIS PERIOD, ASSUMED TO BE "NONE"]

NONE

EXHIBIT F

[List of Permits and Non-Compliance with Permits]

[TO BE PROVIDED BY SELLER THIRTY (30) DAYS PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD; IF NOT PROVIDED DURING THIS PERIOD, NON-COMPLIANCE WILL BE ASSUMED TO BE "NONE"]

Permits

Tradewinds: CUP 2992-7
CFAT: FLA010722-007-DW3P
CFAT: CUP 3077

Non-Compliance

NONE

EXHIBIT G

[Off-site Hazardous Materials Locations]

[TO BE PROVIDED BY SELLER THIRTY (30) DAYS PRIOR TO CONCLUSION OF THE FEASIBILITY PERIOD; IF NOT PROVIDED DURING THIS PERIOD, ASSUMED TO BE "NONE"]

Tradewinds: Treatment plant owned by Marion County Utilities
BFF: Treatment plant owned by Sunshine Water Service Utilities

EXHIBIT H

[Reports, Studies, Audits, Records, Data, Site Assessment, Economic Models, etc.]

[TO BE PROVIDED BY SELLER WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE; IF NOT PROVIDED DURING THIS PERIOD, ASSUMED TO BE "NONE"]

NONE