



Deloitte Consulting LLP
100 Kimball Drive
Parciscpany, NJ 07054
USA

Tel: 973-602-6000
www.deloitte.com

March 26, 2012

PRIVILEGED & CONFIDENTIAL
WORK PRODUCT PREPARED
FOR COUNSEL

Martin S. Friedman, Esq.
Sundstrom, Friedman & Fumero, LLP
766 N. Sun Drive
Suite 4030
Lake Mary, FL 32746

Re: Docket No. 110153-SU; Application for increase in wastewater rates in Lee County by Utilities, Inc. of Eagle Ridge

Dear Mr. Friedman:

UNDERSTANDING OF ROLE

This letter sets forth the agreement between Sundstrom, Friedman & Fumero, LLP ("Counsel") and Deloitte Consulting LLP ("Deloitte Consulting"), effective as of March 26, 2012, whereby Deloitte Consulting personnel will provide to Counsel the services described herein (this "Engagement"). We understand that such services are being requested by Counsel in connection with Counsel's representation of Utilities, Inc. and its subsidiaries (the "Company") in the above-entitled matter and related matters. We agree that Larry Danielson (the "Expert Witness") will be prepared to testify as to his work and opinions in the above-entitled matter.

We understand that the work product and files of the Expert Witness may be subject to discovery; however until such material are subpoenaed, they will be maintained by us as confidential in accordance with the terms hereof.

Counsel agrees that it will advise Deloitte Consulting in a timely manner of any applicable legal requirements concerning the services to be provided by Deloitte Consulting, including, without limitation, the identification of any reports to be provided by Deloitte Consulting, the formats of, and filing deadlines for, such reports, and the legal requirements, if any, concerning the retention of our notes, draft reports, or other work product. Deloitte Consulting does not, in advance of obtaining sufficient relevant information and completing its analyses, provide any assurance that it will be able to support any position.

Deloitte Consulting is prepared to assist Counsel in its evaluation of the "Phoenix Project" in connection with this matter. The specific procedures to be performed by Deloitte Consulting will be mutually established based on discussions with you as the Engagement progresses and additional information is obtained during the course of the Engagement. Deloitte Consulting is also prepared to provide mutually agreeable assistance in any other areas that may be identified during the course of this Engagement.

Martin S. Friedman, Esq.
Sundstrom, Friedman & Fumero, LLP
March 26, 2012

Counsel and the Company each agree that, without Deloitte Consulting's prior written permission, any reports, schedules, documents, or other materials provided by Deloitte Consulting ("Deloitte Consulting Work product") are not to be used, in whole or in part, by Counsel or the Company for any purpose other than in connection with the resolution or disposition of the disputed matters or controversies that are the subject of this Engagement (the "Dispute"), and are not to be disclosed, quoted or referenced, in whole or in part, to any other person or entity ("third party") other than those third parties that are adverse to the Company in the Dispute, their legal counsel, other consultants to legal counsel in this matter and any court or other tribunal in which the Dispute is then pending. This Engagement shall not create privity between Deloitte Consulting and any third party. Neither the Deloitte Consulting Work product nor the services provided hereunder are intended for the express or implied benefit of any third party.

CONFLICTS

We performed an internal search for any potential client conflicts (the "Conflicts Search") based upon the names of the parties that you have provided (the "Involved Parties"). Nothing has come to our attention that, in our judgment, would impair our ability to objectively serve you in this Engagement. Except for the Conflicts Search, we have not undertaken any process to identify any other relationships with the Involved Parties. Counsel agrees that it will inform us promptly of additional parties to this matter or of name changes for those parties whose names were provided by Counsel.

As you know, Deloitte Consulting and its affiliates have many clients and we are engaged by new clients every day. Therefore, we cannot assure that, following the completion of our Conflicts Search, an engagement relating to one or more of the Involved Parties will not be accepted. You can assist us in monitoring any potential future conflicts by promptly disclosing our retention to the other side, but of course only if consistent with your case strategy. Should any potential conflict come to the attention of our Engagement Principal, we will endeavor to resolve such potential conflict and will determine what action needs to be taken.

Any counsel representing parties involved in this matter may have in the past engaged, represented or opposed, and may currently or in the future engage, represent or oppose, Deloitte Consulting and/or its affiliates and their respective personnel in connection with matters unrelated to this Engagement. Also, any insurance carrier providing coverage to parties involved in this matter may have provided, may currently be providing, or may in the future provide coverage to a party, or may itself be a party, involved in a matter unrelated to this Engagement where Deloitte Consulting and/or its affiliates have provided, are currently providing, or may in the future provide consultation or other services, or where Deloitte Consulting or its affiliates may be a party.

ENGAGEMENT STAFFING AND FEES

I will participate as Engagement Principal, maintaining overall responsibility for the engagement on behalf of Deloitte Consulting. Technical support may also be provided by other professionals who will be identified during the course of the Engagement.

Martin S. Friedman, Esq.
Sundstrom, Friedman & Fumero, LLP
March 26, 2012

We bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Our per-hour billing rates are as follows:

Principal	\$684
Senior Manager	\$584
Manager	\$536

Hourly charges for other appropriate professional employees of Deloitte Consulting will range from \$316 to \$448 per hour. Our hourly rates are adjusted from time to time; we will advise you promptly if a rate adjustment is being made by Deloitte Consulting. Engagement related expenses, will be billed in addition to the fees. Expenses will be stated separately on the invoices.

Our normal practice is to obtain a retainer, and we are herewith requesting such a retainer of \$50,000. We may require additional amounts to be paid to us as a retainer from time to time. The retainer will be held against the final invoice for this Engagement; any unused retainer will, of course, be refunded.

The scope of our services, as well as the complexity and duration of this Engagement, can vary greatly due to circumstances which may not be anticipated. Our fees and expenses are not contingent upon the final resolution of the matters that are the subject of this Engagement. It is our normal practice that we are paid in full for all work performed to date prior to our issuance of any report and/or providing testimony.

In addition, we will be compensated for any time and expenses (including, without limitation, reasonable legal fees and expenses) that we may incur in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings (including, without limitation, those unrelated to the matters that are the subject of this Engagement) as a result of Deloitte Consulting's performance of these services.

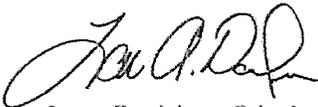
The attached General Business Terms are incorporated by reference into this engagement letter. For the purposes of the attached General Business Terms, "Client" shall mean, individually and collectively, the Company and Counsel. Utilities, Inc. represents and warrants that it has the power and authority to execute this letter on behalf of, and to bind, itself and its subsidiaries to the terms of this Engagement.

Martin S. Friedman, Esq.
Sundstrom, Friedman & Fumero, LLP
March 26, 2012

If you and your client agree to the terms of this letter and the attached General Business Terms, please sign and have your client sign the enclosed copy of this letter in the space provided and return it to me. If you have any questions, please call me at (908) 625-7826. We appreciate the opportunity to work with you and look forward to your prompt response.

Very truly yours,

DELOITTE CONSULTING LLP

By: 
Larry Danielson, Principal

Encl.

Accepted by: Sundstrom, Friedman &
Fumero, LLP

By: 
Title: PARTNER
Date: 3.28.12

Accepted by: Utilities, Inc. on behalf of
itself and its subsidiaries

By: 
Title: CFO
Date: 3/30/12