



Writer's Direct Dial Number: (850) 521-1706 Writer's E-Mail Address: bkeating@gunster.com

March 19, 2013

HAND DELIVERY

Ms. Ann Cole, Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 COMMISSION

CEIVED-FPSC

Re: Docket No. 120311-GU - Petition for approval of positive acquisition adjustment to reflect the acquisition of Indiantown Gas Company by Florida Public Utilities Company

Dear Ms. Cole:

Enclosed for filing, please find the redacted original and five copies of Florida Public Utilities Company's response to the Office of Public Counsel's Areas of Concern filed in this Docket. A Notice of Intent to seek Confidential Classification of certain information in the Attachments to this Response is being filed under separate cover.

As always, please do not hesitate to contact me if you have any questions or concerns. Thank you for your assistance with this filing.

Sincerely,

REDACTED

Beth Keating

Gunster, Yoakley & Stewart, P.A. 215 South Monroe St., Suite 601

Tallahassee, FL 32301

(850) 521-1706

COM cc://Staff Counsel (Klancke)
Office of Public Counsel
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Re: Docket Number 120311-GU - Petition for approval of positive acquisition adjustment to reflect the acquisition of Indiantown Gas Company by Florida Public Utilities Company.

Office of Public Counsel's Areas of Concern

Asset Purchase Agreement

- 1. The utility provided a copy of the asset purchase agreement in response to Question 8 of the Staff Data Request. Paragraph 3 of the Agreement states a Purchase Price of \$780,721.92. The utility indicates in the testimony provided by witness Kim (page 3, line 8) that the purchase price is \$1,188,305. We do not see any supporting documentation that supports the higher purchase price that is used to calculate the acquisition adjustment of \$745,800.
 - a. We are concerned that there may be Operation and Maintenance Expenses attributable to the Operations and Maintenance Agreement (\$300,000) and the Consulting Agreement (\$150,000) that have been used to increase the above stated purchase price shown in the Purchase Agreement. We do not believe that it is appropriate to consider these expenses as part of the purchase price, especially since the utility has already begun recording these as monthly expenses in Account 923 in the 2011 Annual Report.

Company Response: The purchase price consists of the amount of cash paid for the assets purchased (\$780,721.92) plus the cash paid for the Non-Compete Agreements (\$450,000) less the book amount for the assumption of certain liabilities (Real Property Taxes, Customer Deposits and other Working Capital, in an aggregate amount of \$42,417.39). See the Closing Statement provided as Attachment OPC-1. Neither the Operations and Maintenance Agreement nor the Consulting Agreement were considered part of the purchase price. Note: The total cash paid, as shown on the Closing Statement includes the first month's payment for Consulting Services (\$8,333.33) which is not part of the purchase price.

2. The asset purchase agreement provided in response to Question 8 of the Staff Data Request lists Exhibits A – J on page 17, however, the utility response does not include these attachments. We are concerned that these attachments should be provided in order to review the full list of assets transferred.

<u>Company Response:</u> See Attachment OPC-2.

Cost Savings

3. The cost savings reflected in Exhibit CM-3 attached to the testimony of witness Martin appears to include cost savings related to Operating and Maintenance expenses. We are concerned that there does not appear to be any consideration included to offset this amount by the increase in Federal Income Taxes caused

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FPSC-COMMISSION CLERK

by Indiantown moving from the 15% tax bracket shown in the last rate case to the 35% tax bracket that Chesapeake reports under?

<u>Company Response:</u> See Attachment OPC-3. The change in the federal income tax bracket from 15% to 35% does not impact the conclusion that the actual savings achieved are more than the revenue requirements of the Acquisition Premium with a 15 year amortization period.

Attachment OPC-1

CLOSING STATEMENT

INDIANTOWN GAS COMPANY, a Florida corporation "Seller"

FLORIDA PUBLIC UTILITIES COMPANY, a Florida corporation "Buyer"

Effective Closing Date: July 31, 2010 Disbursement Date: August 6, 2010

Lot 6, BARKDULL GARDENS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 33, Public Records of Martin County, Florida

BUYER'S STATEMENT:				
		Charges		Credits
Closing Payment:	\$	1,239,055.20		
(Closing Payment includes Real Property purchase price of \$200,000, \$580,721.92 for the other items of personal proparty, \$450,000 in the aggregate for the non-competition agreements, and \$8,333.33 for the initial consulting agreement installment)				
2010 Real Property Tax Proration				
from 1/01/2010 - 7/30/2010:			•	0.400.40
212 days @ \$10.04 /day			\$	2,128.48
Customer Payment Obligations:				
(Total of Customer Deposits of \$19,898.00 +			œ.	10 000 00
Prepayments of \$0 as of June 30, 2010)			\$	19,898.00
Estimated Closing Working Capital:				
(Negative Working Capital total consisting of (i) \$16,262.95 liability re:				
ECCR Over-Recovery + (ii) \$2,882.91 regulatory liability + (iii) \$1,245.0 accrued taxes as of June 30, 2010)	05		\$	20,390.91
Martin County Clerk of Court:				
Record Warranty Deed	\$	27.00		
Record Memorandum of ROFR and Option	\$	52.50		
Baker & Hostetler LLP:				
Title Premium	\$	1,075.00		
Attorneys' Title Fund Services, LLC:				
Title Search Fee	\$	260.00		
SUBTOTALS	\$	1,240,469.70	\$	42,417.39
AMOUNT DUE FROM BUYER:	\$	1,198,052.31		

SELLER'S STATEMENT:	Charges		<u>Credits</u>
Sales Price:		\$	1,239,055.20
2010 Real Property Tax Proration from 1/01/2010 - 7/30/2010: 212 days @ \$10.04 /day	\$ 2,128.48		
Customer Payment Obligations: (Total of Customer Deposits of \$19,898.00 + Prepayments of \$0 as of June 30, 2010)	\$ 19,898.00		
Estimated Closing Working Capital: (Negative Working Capital total consisting of (i) \$16,262.95 liability re: ECCR Over-Recovery + (ii) \$2,882.91 regulatory liability + (iii) \$1,245.05 accrued taxes as of June 30, 2010)	\$ 20,390.91		
Martin County Clerk of Court: Documentary Stamps on Deed Record Name Affidavit	\$ 1,400.00 10.00		
Brian J. Powers Consulting Agreement Initial Payment	\$ 8,333.33		
Brian J. Powers Non-Competition Agreement	\$ 225,000.00		
Kevin P. Powers Non-Competition Agreement	\$ 55,000.00		
David R. Powers Non-Competition Agreement	\$ 112,500.00		
Mary Beth Bachelor Non-Competition Agreement	\$ 28,750.00		
Colette M. Powers Non-Competition Agreement	\$ 28,750.00		
First Bank and Trust Company of Indiantown (Account No. Account Spayoff (\$6,850.46 as of 5:00pm	·):		
July 30, 2010 with a per diem thereafter of \$1.1426)	\$ 6,858.45		
First Bank and Trust Company of Indiantown (Account No.):		
Account payoff \$234,918.57 as of 5:00pm July 30, 2010 with a per diem thereafter of \$45.3611)	\$ 235,236.10		
Seacoast National Bank: Loan payoff \$29,022.24 if before 4:00pm August 2, 2010 (\$5.62 per diem thereafter)	\$ 29,044.72		
SUBTOTALS	\$ 773,299.99	\$	1,239,055.20
AMOUNT DUE SELLER:	\$ 465,755.21		

DISBURSEMENT STATEMENT:

Funds Available:

Closing Funds from Purchaser Deposit		\$	1,198,052.31		
Total Funds Available:		_Ψ_		\$ 1	,198,052.31
Disbursements:					
Martin County Clerk of Court: Record Warranty Deed Documentary Stamps on Deed Record Memorandum of ROFR and Operation Name Affidavit	otion Subtotal	\$ \$ \$ \$	27.00 1,400.00 52.50 10.00	\$	1,489.50
Baker & Hostetler LLP:				\$	1,075.00
Attorneys' Title Fund Services, LLC:				\$	260.00
Brian J. Powers:	Subtotal	\$	8,333.33 225,000.00	\$	233,333.33
Charles Schwab & Co., Inc: Kevin P. Powers David R. Powers Mary Beth Bachelor Colette M. Powers	Subtotal	\$ \$ \$	55,000.00 112,500.00 28,750.00 28,750.00	\$	225,000.00
First Dank and Twist Company of In				\$	6,858.45
First Bank and Trust Company of Indiantown (Account No					235,236.10
First Bank and Trust Company of Indiantown (Account No.					
Seacoast National Bank:				\$	29,044.72
Net Proceeds to Seller:				\$	465,755.21
TOTAL DISBURSEMENTS:				\$	1,198,052.31

WIRE INSTRUCTIONS

Bank: Bank Address: ABA Number: Account Name: Address: Account Number:	
Brian J. Powers Bank: Bank Address: ABA Number: Account Name: Address: Account Number:	
Kevin P. Powers, Bank: Bank Address: ABA Number: FBO	David R. Powers, Mary Beth Bachelor and Colette M. Powers Citibank, NA 1110 Wall St., NY, NY 10043 Charles Schwab & Co., Inc.

For the Account of: Timer E. Powers Trust U/A DTD 09/13/1991

Indiantown Gas Company / Seller

Account Number:

First Bank and Trust Company of Indiantown (Account No.

Wire funds to:

Bank:

Independent Banker's Bank of Florida

ABA Number:

Address:

615 Crescent Executive Court, Suite 400

Lake Mary, FL 32746

For Further Credit to:

Bank:

First Bank and Trust of Indiantown

ABA Number:

Account Number:

Address:

1588 SW Warfield Blvd.

PO Box 365

Indiantown, FL 34956

Tel:

772.597.2181

For Final Credit to:

Customer Names: Indiantown Gas Company

Address:

PO Box 8

Indiantown, Florida 34956

(16600 SW Warfield, Blvd., Indiantown, FL)

Account:

First Bank and Trust Company of Indiantown (Account No.

Wire funds to:

Bank^{*}

Independent Banker's Bank of Florida

ABA Number:

Address:

615 Crescent Executive Court, Suite 400

Lake Mary, FL 32746

For Further Credit to:

Bank:

First Bank and Trust of Indiantown

ABA Number:

Account Number:

Address:

1588 SW Warfield Blvd.

PO Box 365

Indiantown, FL 34956

Tel:

772.597.2181

For Final Credit to:

Customer Names: Indiantown Gas Company

Address:

PO Box 8

Indiantown, Florida 34956

(16600 SW Warfield, Blvd., Indiantown, FL)

Account:

Seacoast National Bank

Address:

Address:

815 Colorado Avenue, Stuart, FL

ABA Number:

146

Account Name:

Indiantown Gas Company 16600 SW Warfield Blvd., Indiantown, FL

Account Number:

CLOSING STATEMENT SIGNATURE PAGE

INDIANTOWN GAS COMPANY, a Florida corporation ("Seller")

AND

FLORIDA PUBLIC UTILITIES COMPANY, a Florida corporation ("Buyer")

BUYER and SELLER hereby acknowledge that they have read the foregoing Closing Statement and authorize and direct BAKER & HOSTETLER LLP, as Closing Attorney, to make disbursement of the proceeds as set forth above. Any actual expenses which are in excess of the estimated amounts set forth above will be paid to the Closing Attorney upon request, and if any actual expenses are less than said estimated amounts, Closing Attorney will refund the difference to such party.

BUYER and SELLER agree that calculation of the tax proration is estimated based on the actual tax bills for 2009. In the event the actual taxes vary therefrom, BUYER and SELLER agree to look only to each other for adjustments as to the payment thereof and further agree to hold BAKER & HOSTETLER LLP harmless therefrom. In the event that there is a dispute regarding the actual taxes, the prevailing party shall be entitled to attorneys' fees and costs as against the other party.

BUYER and SELLER agree that this Closing Statement may be executed in any number of separate counterparts, all of which, when taken together, shall constitute one and the same instrument, notwithstanding the fact that all parties did not sign the same counterpart. A facsimile or electronically transmitted copy of this Closing Statement and any signature thereon shall be considered for all purposes an original.

[SIGNATURES ON FOLLOWING PAGES]

CLOSING STATEMENT SIGNATURE PAGE (CONTINUED)

IN WITNESS W	HEREOF,	BUYER and	SELLER ha	ve caused	these p	resents to	be execut	ed the day	and y	ear first	above
written											

"Seller"
INDIANTOWN GAS COMPANY,
a Florida corporation

Brian J. Powers, President

"Buyer"
FLORIDA PUBLIC UTILITIES COMPANY,
a Florida corporation

By: ______ Thomas A. Geoffroy, Vice President

CLOSING STATEMENT SIGNATURE PAGE (CONTINUED)

IN WITNESS WHEREOF, BUYER and SELLER have caused these presents to be executed the day and year first above written.

"Seller"
INDIANTOWN GAS COMPANY,
a Florida corporation

By:______ Brian J. Powers, President

"Buyer"
FLORIDA PUBLIC UTILITIES COMPANY,
a Florida corporation

Thomas A. Geoffroy, Vice Preside

CLOSING STATEMENT

INDIANTOWN GAS COMPANY, a Florida corporation "Seller"

FLORIDA PUBLIC UTILITIES COMPANY, a Florida corporation "Buyer"

Effective Closing Date: July 31, 2010 Disbursoment Date: August 6, 2010

Lot 6, BARKDULL GARDENS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 33, Public Records of Martin County, Florida

BUYER'S STATEMENT:	<u>Charges</u>	Credits
Closing Payment: (Closing Payment includes Real Property purchase price of \$200,000, \$580,721.92 for the other items of personal property, \$450,000 in the aggregate for the non-competition agreements, and \$8,333.33 for the initial consulting agreement installment)	\$ 1,239,055.20	
2010 Real Property Tax Proration from 1/01/2010 - 7/30/2010: 212 days @ \$10.04 /day		\$ 2,128.48
Customer Payment Obligations: \$19,318.00 (Total of Customer Deposits of \$19,898,66+ Prepayments of \$0 as of June 30, 2010)		\$ 1 9,808.00-
Estimated Closing Working Capital: \$\limits_{0.05} 30\$ (Negative Working Capital total consisting of (I) \$\frac{10,262;95}{165}\$ (iii) \$\frac{110}{100}\$ \$\f	- \$1422.39	17427,69 \$ 20,300,01
Martin County Clerk of Court: Record Warranty Deed Record Memorandum of ROFR and Option	\$ 27.00 \$ 52.60	
Baker & Hostetler LLP: Title Premlum	\$ 1,075.00	
Attorneys' Title Fund Services, LLC: Title Search Fee	\$ 260.00	
SUBTOTALS	\$ 1,240,469.70	\$ 42,417.39 33,874.16
AMOUNT DUE FROM BUYER:	\$-1,198,052.31 -1 1,201,595.54	2014 1 11.0

Change: \$3,543.23 Due From Buyer

SELLER'S STATEMENT:	ļ	Charges	Credits
Sales Price:			\$ 1,239,055.20
2010 Real Property Tax Proration from 1/01/2010 - 7/30/2010: 212 days @ \$10.04 /day	\$	2,128.48	
Customer Payment Obligations: 14,318.00 (Total of Customer Deposits of \$49,898.00 + Prepayments of \$0 as of June-30, 2010)	\$	19,318,00 1 0,898:0 0	
Estimated Closing Working Capital: 16,005.30 (Negative Working Capital total consisting of (i) \$10,202.95 (lab)lity re: ECCR Over-Recovery + (ii) \$2,882.91-regulatory-liability + (iii) \$1,246.05 accrued taxes as of June-39, 2010)	\$	17421,68 2 0,39 0:9 1	
Martin County Clerk of Court: Documentary Stamps on Deed Record Name Affidavit	\$	1,400,00 10.00	
Brian J. Powers Consulting Agreement Initial Payment	\$	8,333,33	
Brian J. Powers Non-Competition Agreement	\$	225,000.00	
Kevin P. Powers Non-Competition Agreement	\$	55,000,00	
David R, Powers Non-Competition Agreement	\$	112,500.00	
Mary Beth Bachelor Non-Competition Agreement	\$	28,750.00	
Colette M. Powers Non-Competition Agreement	\$	28,750,00	
First Bank and Trust Company of Indiantown (Account No. Account Dayoff (\$6,850.46 as of 5:00pm July 30, 2010 with a per diem thereafter of \$1,1426)	\$	6,858.45	
First Bank and Trust Company of Indiantown (Account No Account Science of payoff \$234,918.57 as of 5:00pm July 30, 2010 with a per diem thereafter of \$45.3611)	\$	235,236.10	
Seacoast National Bank: Loan payoff \$29,022.24 If before 4:00pm August 2, 2010 (\$5.62 per diem lhereafter) SUBTOTALS	\$	29,044.72 769,756.76 773,299.99	\$ 1,239,055.20
AMOUNT DUE SELLER:	\$	466,766.21 469, 298 44	

change: 13543.23 Dre Seller

DISBURSEMENT STATEMENT:

Funds Available:

Closing Funds from Purchaser Deposit Total Funds Available:		\$	1,198,052.31	\$ 1	,198,052.31	1,201,595.54
Disbursements:						
Martin County Clerk of Court: Record Warranty Deed Documentary Stamps on Deed Record Memorandum of ROFR and O Record Name Affidavit	ption Subtotal	\$ \$ \$	27,00 1,400.00 62.50 10.00	69	1,489.50	
Baker & Hostetier LLP:				\$	1,076,00	
Attorneys' Title Fund Services, LLC	1			\$	260.00	
Brian J, Powere:	Subtotal	\$ \$	8,333.33 225,000.00	\$	233,333,33	
Charles Schwab & Co., Inc: Kevin P. Powers David R. Powers Mary Beth Bachelor Colette M. Powers	Subtotal	\$ \$ \$ \$	55,000.00 112,500.00 28,750.00 28,750.00	\$	225,000.00	
First Bank and Trust Company of Ir	ndlantown (Account No.			\$	6,858.45	
First Bank and Trust Company of I				\$	235,236.10	
Seacoast National Bank:				\$	29,044.72	
Net Proceeds to Seller:				\$	465,755.21	469,298.44
TOTAL DISBURSEMENTS:				\$	1,198,052.31	1,201,595.54

7:14 PM 08/19/10 Accrual Basis

Indiantown Gas Company **Balance Sheet**

As of July 31, 2010

	Jul 31, 10
ASSETS Current Assets Checking/Savings 131 · Cash	
131.1 · Checking 131.2 · Drawer Gash	18,446.28 200.00
Total 131 · Cash	16,646.28
Total Checking/Savings	16,648.28
Othor Current Assets 142 · Accounts Receivable 142.1 · Natural A/R 142.3 · Transport Fuel A/R	21,538.51 16,377.07
Total 142 · Accounts Receivable	37,915.58
140 · Affiliate Transactions 140.1 · Affiliate Note Receivable 140.2 · Inter-co Reimburse	359,501.23 -102,513.36
Total 140 · Affiliate Transactions	256,987.87
143 · Employee Receivable 164.5 · Prepald Income Tex 174 · Suspense Account 253 · ECCR	8,314,16 1,384.00 1,787.48
253.15 · Conservation Exp · misc 253.13 · Conservation Exp · Appl Ret 253.12 · Conservation Exp · Appl Repl 253.11 · Conservation Expense · New Home 253.21 · Conservation Revs TS1 253.22 · Conservation Revs TS2 253.23 · Conservation Revs TS3 253.24 · Conservation Revs TS4 253.5 · ECCR EOY Over/Under	2,876.00 3,586.09 936.17 736.17 -1,278.10 -120.89 -1.99 -2,808.04 -19,929.71
Total 253 · ECCR	-16,005.30
Total Other Current Assets	290,383.79
Total Current Assets	307,030.07
Fixed Assets 101 · Gas Plant in Service 376 · Mains	192,544.62
376.01 - Mains- Plastic 376.06 - Mains- Steel	249,316.11
Total 376 · Mains	441,860.73
378 · Meas. & Rog. Eq General 380 · Services	47,981.93
380.01 · Services - Plastic	106,770.62
Total 380 · Services	106,770.62
381 · Meters 382 · Meter installations 383 · House Regulators 385 · Meas & Reg Equip-Indus 389 · Utility Land & Rights 390 · Structures & Improvements 381.2 · Office Furniture 391.4 · Computer Equipment 392 · Transportation Equip 394 · Tools,Shop, & Garage Equip 396 · Power Operated Equipment	64,829.60 15,792.03 20,315.86 99,570.17 12,500.00 171,894.63 27,773.56 13,227.98 67,875.10 13,438.12 25,970.00

7:14 PM 08/19/10 Accrual Basis

Indiantown Gas Company Balance Sheet

As of July 31, 2010

	Jul 31, 10
398 · Other Equipment 399 · Computer Software	13,647.24 26,589.25
Total 101 · Gas Plant in Service	1,190,036.82
108 · Accumulated Depreciation 376.1 · A/D-Mains 376.11 · A/D Mains-Plastic 376.17 · A/D Mains- Steel 376.22 · A/D Mains Replacement	-168,630.07 -223,676.74 1,924.07
Total 376.1 · A/D-Mains	-390,382.74
378,1 · A/D Moas & Reg-General 380.1 · A/D- Services 380,11 · A/D Services - Plastic	-5,452.65 -26,904.38
Total 380.1 · A/D · Services	-26,904.38
381.1 · A/D Motors 382.1 · A/D Motor Installs 383.1 · A/D · House Regulators 384.1 · A/D · House Reg. Install 385.1 · A/D Meas & Reg. Install 385.1 · A/D Meas & Reg. Indus 390.1 · A/D Structures 391.2 · A/D Office Furn 301.41 · A/D Computer Equip 392.1 · A/D Transport. Nat. 394.1 · A/D Tools & Equip · nat 398.1 · A/D over Op Equipment 399.1 · A/D Misc Equip 399.1 · A/D Software	-19,346.78 -4,370.24 -5,592.79 -0.44 -71,228.66 -49,999.67 -13,870.43 -2,756.31 -29,276.37 -926.87 -7,851.42 -6,645.60 -9,764.73
Total 108 · Accumulated Depreciation	-042,000.24
Total Fixed Assets	547,430.58
TOTAL ASSETS LIABILITIES & EQUITY Liabilities Current Liabilities	854,480.65
Accounts Payable 231 · Accounts Payable 232 · Transport Fuel Payable	12,487.82 16,554.66
Total Accounts Payable	29,042.48
Other Current Liabilities 234 · Deferred Payroll 235 · Customer Deposits 236 · Accrued Taxes 236.1 · State Sales Tax Payable 236.7 · Federal Withholding 236.9 · Accrued Gross Receipts 236.10 · Accrued Util. Asses.	40,000.00 19,318.00 374.35 0,40 713.90 333.73
Total 236 · Accrued Taxes	1,422.38
237 · Accrued Interest 237.1 · Accr. Int Cust. Deposits 237 · Accrued Interest - Other	1,355.05 1,649.31
Total 237 · Accrued Interest	3,004.36
Total Other Current Liabilities	63,744.74
Total Current Liabilities	92,787.22

7:14 PM 08/19/10 Accrual Basis

Indiantown Gas Company Balance Sheet As of July 31, 2010

Jul 31, 10 Long Term Liabilities 224 · Notes Payable 6,855.83 36,997.70 28,615.14 224.2 · FBI Credit Line - 275 224.3 · N/P '08 FORD F-250 224.4 · F-350 Svc Truck '09 224.6 · FBOI Loan -277 233,285.57 27,372.27 224.10 Seacoast Line of Credit 333,126.51 Total 224 · Notes Payable 333,126.51 Total Long Term Liabilities 425,913.73 Total Liabilities Equity 25,009.01 201 · Common Stock 407,138.97 216 · Retained Earnings -3,601.06 Net Income 428,546.92 **Total Equity** 854,460.65 TOTAL LIABILITIES & EQUITY

Attachment OPC-2

EXHIBITS TO THAT CERTAIN ASSET PURCHASE AGREEMENT EFFECTIVE JULY 31, 2010 AMONG INDIANTOWN GAS COMPANY, BRIAN J. POWERS, KEVIN P. POWERS, DAVID R. POWERS, MARY BETH BATCHELOR, COLETTE M. POWERS AS TRUSTEE UNDER THE TIMER E. POWERS REVOCABLE TRUST UNDER TRUST AGREEMENT DATED SEPTEMBER 13, 1991, AND FLORIDA PUBLIC UTILITIES COMPANY

Exhibit A - Vehicle List

Exhibit A-1- Excluded Vehicle List

Exhibit B - Real Property

Exhibit C - Natural Gas Plant and Equipment List

Exhibit C-I - Excluded Natural Gas Plant and Equipment List

Exhibit D - Inventory List

Exhibit E-1 - Material Contracts

Exhibit E-2 - Transferred Telephone Numbers

Exhibit F - Equipment List

Exhibit F-I - Excluded Equipment List

Exhibit G-1 - Accounts Receivable Listing

Exhibit G-2 - Customer Deposits, Prepayments Listing

Exhibit G-3- Working Capital Assets Acquired

Exhibit G-4 - Working Capital Liabilities Acquired

Exhibit G-5 - Assumed Liabilities

Exhibit H - Commitment

Exhibit I - Survey

Exhibit J - Form of Real Property Purchase and Sale Agreement

EXHIBIT A

VEHICLE LIST

None.

EXHIBIT A-1

EXCLUDED VEHICLES

- 2008 Ford F250 Super Duty Diesel XLT
 2009 Ford F350 Service Truck
 2006 International Truck VIN 1HTMPAFN46H246309
- 4. F-450 Service Truck
- 5. 2004 Ford F-250
- 6. 1993 Ford F-700 Fuel Truck

EXHIBIT B

REAL PROPERTY

Lot 6, BARKDULL GARDENS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 33, Public Records of Martin County, Florida;

Less and except the following:

Commence at the found Brass Disc in Concrete marking the Northwest corner of said Section 6, Township 40 South, Range 39 East; thence South 00°06'40" West along the West line of said Section 6, a distance of 154.83 feet to the Baseline of Survey for State Road 710 (Warfield Boulevard); thence South 73°51'38" East, along said Baseline of Survey, a distance of 179.31 feet to the beginning of a curve concave Southwesterly having a chord bearing of South 63°45'46" East, having a radius of 1506.28 feet; thence Southeasterly along said curve, an arc distance of 530.94 feet through central angle of 20°11'45" to the end of said curve; thence South 53°39'53" East along said Baseline of survey, a distance of 172.55 feet; thence South 36°20'07" West, perpendicular to said Baseline of Survey, a distance of 50.00 feet to the Southerly existing right of way line for State Road 710 (Warfield Boulevard), said point being the POINT OF BEGINNING; thence South 53°39'53" East, along said Southerly existing right of way line, a distance of 135.50 feet; thence South 53°39'53" West, a distance of 135.50 feet, thence North 36°20'07" East along the Westerly line of said Lot 6, a distance of 11.00 feet to the POINT OF BEGINNING.

EXHIBIT C

NATURAL GAS PLANT AND EQUIPMENT LIST

- 1. Natural Gas Mains Plastic
- 2. Natural Gas Mains Steel
- Measuring & Regulating Equipment General
 Services Plastic
- 5. Meters
- 6. Meter Installations
- 7. House Regulators8. Measuring & Regulating Equipment Industrial

EXHIBIT C-1

EXCLUDED NATURAL GAS PLANT AND EQUIPMENT LIST

None.

EXHIBIT D

INVENTORY LIST

None.

EXHIBIT E-1

MATERIAL CONTRACTS

- 1. Amended and Restated Natural Gas Transportation Service Agreement dated June 24, 2003 between Seller and Indiantown Co-Generation, L.P.
- 2. Lease Agreement dated May 1, 1970 between Seller and Indiantown Company, Inc.
- 3. Aggregated Transportation Service Pool Manager Agreement dated November 5, 2002 between Seller and Infinite Energy, Inc.

EXHIBIT E-2

TRANSFERRED TELEPHONE NUMBERS

None.

EXHIBIT F

EQUIPMENT LIST

- 1. OFFICE EQUIPMENT
 - a. Service Office
 - i. One office desk w/return
 - ii. One 4-shelf book shelf
 - iii. One adjustable rolling desk chair
 - iv. One stationary guest chair
 - b. Fuel Office
 - i. One corner unit desk
 - ii. Two adjustable rolling desk chairs
 - iii. One standard desk unit
 - File Room
 - i. One Fire King 4-drawer cabinet
 - ii. Seven standard 4-drawer filing cabinets
 - iii. One 5-drawer map file cabinet
 - d. Conference Room
 - i. One 30" round conference table
 - ii. Six adjustable rolling chairs
 - iii. One 60" credenza
 - e. Manager Office
 - i. One office desk w/return
 - ii. One 48" credenza
 - iii. One adjustable rolling desk chairiv. Two stationary guest chairs
 - Front Desk
 - i. Two adjustable rolling desk chairs
 - ii. One 2-drawer 40" filing cabinet
 - iii. Two standard 2-drawer filing cabinets
- 2. COMPUTER EQUIPMENT

 - a. 2008 Mac 17" Laptopb. 2009 Mac 17" Laptop
 - 2009 Epson Multi-Function Receipt Printer
 - d. 2009 Printex Forms Printer
 - e. Utility Database Server
 - Mail Server f.
 - g. Firewall
- 3. TOOLS, SHOP AND GARAGE EQUIPMENT
 - a. S Lock Locator Complete
 - b. Dual Gas Odorator
 - FI 2000 Flame Pak
 - d. Combustible Gas Indicator
 - e. Honda 2000 Watt Portable Generator
- 4. POWER OPERATED EQUIPMENT
 - a. 2006 Deere 17ZTS Excavator
- 5. OTHER EQUIPMENT
 - a. Generac 15 KW Generator
 - b. 2006 Load Trail Car Hauler VIN#4ZECF182161014074
- COMPUTER SOFTWARE
 - a. 2008 UMS Utility Management Software

EXHIBIT F-1

EXCLUDED EQUIPMENT LIST

None.

EXHIBIT G-1

ACCOUNTS RECEIVABLE LISTING

See attached.





CLEAN AND EFFICIENT NATURAL GAS AND PROPANE GAS FOR ALL YOUR ENERGY NEEDS

Indiantown Cogeneration L.P. 9405 Arrowpoint Blvd. Charlotte, NC 28273 Attn: Mr. Gary Willer

Present meter reading Previous meter reading Cubic feet at meter Cubic feet for bill	MONTH 4740752 4737392 3360000	July-10	
CURRENT PURCHASES	3360000 *	1022 /CMBTU⇒ · : :	34,339 THERMS
CUSTOMER CHARGE GUARANTEED MIN PAYMENT DEMAND CHARGE (9,500) Base YEAR END COLLECTION (REFUND)	* Q£E,hE	0:03997	\$2,000,00 \$1,372.53 \$5,035.00 \$0,00
TOTAL CURRENT PURCHASES			\$8,407.53
TOTAL BILLING FOR July-10 GUARANTEED MINIMUM PAYMENT		de.	\$8,407.53
7 MONTHS & LESS: CURRENT NATURAL GAS PURCHASE PRIOR NATURAL GAS PURCHASES CURRENT PROPANE PURCHASES PRIOR PROPANE PURCHASES MINIMUM PURCHASES BALANCE	250000 u S	1,750,000 THERMS GUAR 34,339 1,132,667	ANTEED
YEAR END CALCULATIONS		582,994	
CURRENT YEAR GUARANTEED MINIMUM PU YEAR TO DATE PURCHASES YEAR TO DATE GUARANTEED MINIMUM PUR			3,000,000 1,167,006 1,832,994





CLEAN AND EFFICIENT NATURAL GAS AND PROPANE GAS FOR ALL YOUR ENERGY NEEDS

LOUIS DREYFUS CAULKINS 355 S. 9th Street Winter Garden, FL 34787-3651

		· · ·		
RATE CALCULATION - FIRM IN	OUSTRIAL SERVICE	100		
PRESENT METER READING PREVIOUS METER READING CUBIC FEET AT METER CUBIC FEET FOR BILL	MONTH 1121241 1121241		•	
	· ·	- 1022 /CMBTU	a	0 THERMS
TRANSITION COST RECOVERY IMBALANCE RESOLUTION ENERGY CHARGE DEMAND CHARGE (3137) CUSTOMER CHARGE	0 0,03997	@ \$/THERM * O THERMS	0	\$0.00 \$0.00 \$0.00 \$1,662.61 \$2,000.00 \$3,662.61
TOTAL GROSS BILLING FOR	July-10	•		\$3,662.6 <u>1</u>

.. ...

Report Date: 07/31/2010 Report Time: 12:29 Indiantown Gas Company
Aged Receivables
Sorted by: Rt/Acct-Sb

NBF								
TMS	TOTAL DUE	PAST 120	PAST 90	PAST 60	PAST 30	NT SE COST # TNAME CURR CHGS	/ACCOUNT-SB	Dr.
I-TE							7,4000041-30	1117
	19.16	0.00	000	0.00	0.00	10-0	/ 8210- 0	1/
	28.07	0,00	0.00	0.00	0.00	28.03		1/
	26.78	0.00	000	0.00	0.00	76 70		1/
	595	0.00	0.00	0.00	0.00			1/
	24.25	0.00	0.00	0.00	000	24 25		1/
0	9.00	0.00	0.00	0.00	000			1/
	9.00	0.00	0.00	0.00	0 00	9.00		1/
	17.90	0.00	0.00	000	0.00	11.00		1/
	19.16	000	0.00	0.00	0.00	10.16		1/
	26.78	0.00	000	0.00	0.00	26 28		
	18.40	0.00	000	0.00	0.00			1,
	25.52	0.00	000	0.00	0.00	32- 0		1,
	34.42	0.00	000	0.00	0.00	34. 42		1,
	26.78	0.00	0.00	0.00	0.00	30- 0		1 (
	26.62	0.00	0.00	0.00	000	76 67		1,
	76.36	0.00	0.00	25.33	26.78	74 75		1,
	29.44	0.00	0.00	000	14.08	15 76		1,
0	21.,70	0.00	0.00	000	0.00	71 70	8244- 0	
0	2014	0.00	0.00	000	0.00	70.44	8216- 0	
	30.60	0.00	0.00	0.00	0.00	10-1	1/ 8248- 1	
	11.68	0.00	000	0.00	22.98	30- 0	6250- 0	
	35.68	000	000	0.00	0.00	32- 0	1/ 8252- 0	1.
0	44.04	0.00	000	0.00	0.00	44.04	1/ 8254- 0	
	19.16	0.00	0.00	0.00	0.00	10.16	1/ 8256- 0	1
0	38.23	0.00	0.00	000	000	36.77	1/ 8258- 0	1
0	29.76	0.00	0.00	0.00	2.98	76 78	1/ 8260- 0	- 1
	12.82	0.00	0.00	000		12 92	1/ 8262- 1	1
	60,12	0,00		000		35.68	1/ 8266- 0	1
1	32.98	0.00		0.00		32.98	1/ 8270- 0	1
	24.04	000		0.00	0.00	24.04	1/ 8272- 0	1
0	56.24	0.00		0.00	0.00	56.24	1/ 8274- 0	1
0	114.77	0.00		0.00		76-1	1/ 8276- 1	1
}	35.68			000			1/ 8278- 1	1
. 0	12.82			0.00			1/ 8280- 0	1
. 0	1662			000			1/ 8282- 2	1
J				000			1/ 8284- 1	1
J							1/ 8290- 0	ī
,				0.00			1/ 8292- 0	1
							1/ 8294- 0	1
							1/ 8302- 0	1
							1/ 8304- 0	1
							1/ 8306- 2	1
							1/ 8312- 0	1
							1/ 8316- (1
							1/ 8322- (1
							1/ 8324- (1
							1/ 8326- 0	1
							1/ 8328- (1
							1/ 8330- 0	1
		W. V	, 0.00	0.00	0.00	331-0	1/ 8334- (1

Report Date: 07/31/2010 Report Time: 12:29 Indiantown Gas Company
Aged Receivables
Sorted by: Rt/Acct-Eb

		5							HBR
		T WANT	- CURR CHGS	PAST 30	PAST 60	PAST 90	PAST 120	TOTAL DUE	TMS
RT/A	CCOUNT-SB CUST	I add a second s							LTE
		^	33.15	5459	0.00	0.00	0.00	8774	
1/	8340- 0		29.33	000	0.00	0.00	0.00	2933	
1/	6342- 0		17.90	19.16	0.00	0.00	0.00	37.06	
1/	8344- 0		11.54	0.00	0.00	0.00	0.00	11.54	
1/	8350- 0		25.52	0.00	0.00	0.00	0.00	25.52	
1/	8352- 0		22.98	0.00	0.00	0.00	0.00	22.98	
1/	8354 - 0		21.70	0.00	0.00	0.00	0.00	21.70	
1/	8356- 0		22.98	0.00	0.00	0.00	0.00	22.98	0
1/	8358- 1		22.98	0.00	0.00	000	0.00	22.98	
1/	8360- 0		28.07	0.00	0.00	000	0.00	28.07	
1/	8364- 0		12.82	12.82	13.66	000	0.00	39.30	0
1/	8366- 0	4-,	25.52	0.00	0.00	0.00	0.00	25.52	
1/	8370- 0		25.52	31.88	0.00	000	0.00	57.40	
1/	8371- 0		20.95	0.00	0.00	000	0.00	20.95	0
1/	8376- 0		21.70	0.00	0.00	000	0.00		0
1/	8378- 0		21.70	0.00	0.00	0.00	000		
1/	8380- 0		42.04	0.00	0.00	000	0.00		0
1/	8386- 1		15.36	0.00	0.00	000	0.00		
1/	8387- 0		24.43	0.00	0.00	000	0.00		
1/	8392- 0			0.00	0.00	000	0.00	22.98	
1/	8391-0		22.98	0.00	0.00	0.00	0.00		
1/	8396- 0		33.15	0.00	000	0.00	0.00		0
1/	8398- 1		16.62	0,00	0.00	0.00	000		
1/	8425- 0		14.08		0.00	0.00	000		
1/	8426- 0		30.60	000	0.00	0.00	000		
17	8427- 0		34.42	000	0.00	0.00	0.00		
1/	8428- 0		35.68	000	0.00	0.00	000		
1/	8440- 0		19.98	000		0.00	0.00		
1/	8441- 0		25.52			0.00	0.00		
17	8442- 0		28.07			0.00	0.00		
1/	8143- 0		17,90			0.00	0.00		
1/	8414- 0		22.98			0.00	0.00		
1/	8445- 0		25.52			0.00	0.00		
1/	8116- 0		38.23			0.00	0.00		
1/	8447- 0		20.44			0.00	0.00		
1/	8448 0		15.36			0.00	0.00		
1/	8119- 0		14.08			0.00	0.00		
1/	8450- 0		29.33			0.00			
1/	8452- 0		2170						
1/	8453- 0	·	24.25						
1/	8151- 0		19.16						
1/	8455- 0		15.36						
1/	8456- 0		40.77						
1/	8157- 0		21.70						
1/	8158- 0		21.70						
1/	8459- 0		24.25						
17	8160-0		38.23						
1/	8461- 0		28.07						
17	8462-0		31.88						
1/	8463- 0		20.44	0.00	0.00	000	4 2 W		

Indiantown Gas Company
Aged Receivables
Sorted by: Rt/Acct-Sb

Report Date: 07/31/2010 Report Time: 12:29

									1100
		S					DAGT 130	TOTAL DUE	NBR TMS
RT/AC	COUNT-SE CUST	TNAME	CURR CHGS	PAST 30	PASI 60	PAST 90	PAS1 120	TOTAL DUE	
		A		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0.00	0.00	0 00		
1/	8464- 0		2425	0.00	0.00	0.00	0.00		
1/	8465- 0		34.42	0.00		0.00	000		
1/	8466- 0		29.33	0.00	0.00	0.00	0.00		
17	8467- 0		21 70	0.00	0.00	0.00	0.00		
1/	8168- 0		1790	0.00	0.00	0.00	0.00		
1/	8469- 0		34.42	0.00	0.00	0.00	0.00		
1/	0472-0		25.52	18.65	000	0.00	000		
1/	8473- 0		39.50	0.00	000	0.00	000		
1/	8474- 0		22.98	. 0.00	0.00	0.00	000		
1/	8475- 0		25.52	0.00	0.00	0.00	000		
1/	8476- 0		36.96	0.00	0.00	0.00	0.00		
17	8478- 0		33.15	0.00	0.00	0.00	0,00		
1/	8179- 0		29.33	0.00	0.00	0.00	000		
1/	8480- 0		19.16	0.00	0.00	0.00	0.00		
1/	8481- 0		24.25	15.46	000	0.00	000		
3/	7100- 0	1	33,89	0.00	000	0.00	000		
3/	7105- 0		375.62	0.00	000	0.00	000		
3/	7125- 0	6	42.15	0.00	000	0.00	0-00		
3/	7128- 0		31.33	0.00	0.00	0.00	0.00		
3/	7130- 0	7 0	30.41	0.00	0.00	0.00	000		
3/	7131- 0		185.21	0.00	0.00	0.00			
3/	7135- 0		52.52	0.00	000	0.00			
3/	7135- 0		41.16	0.00	000	0.00			
3/	7140-0		80.31		000	0.00			
3/	7145- 0		26.63		000	0.00			0
3/	7155- 0		297.96	0.00	000	0.00			3
3/	7160- 0		148.48		0.00	0.00)
3/	7165- 0		706.40			000			5
3/	7174- 0		90.86			0.00			i
3/	7185 0		663.26			000		556.83	3 0
3/	7190- 0		556.83						5
3/	7195- 0		600.95 33.36						5
3/	7197- 0		685.30					685.30)
37	7205- D		552.99					552.99	•
3/	7207- 0		0.00					35.00) 0
3/	7210- 0		259.59					2.59.59	;
3/	7225- 0		61.14					61,1/	1
3/	7229- 0		227.97						7
3/	7230- 0		47.71					0 47.7	1
3/	7234- 0		197.28						8
3/	7235- 0	0	97.20						0
3/	7240- 0		21.70					0 21.70	0 0
1/	7300- 1		29.33					29.3	3
4/	7305- 0		11.54					50.2	4
47	7310- 0		14.08					0 14.0	a 0
47	7320- 1		17.90				0.0	0 17.90	0 0
4/	7325- 0		30.60				0-0	0 67.5	5
1/	7330- 0		28.07				00	0 28.0	7
4/	7335- 0								

				C							NBR
	T/ACCO	UNT-SB C	HET 8	MWAME	CURR CHGS	PAST 30	PAST 60	PAST 90	PAST 120	TOTAL DUE	TMS
ı	17/1000	0111-35 6		A							LTE
	4/ 7	340- 0			22.98	25.52	0.00	0.00	0.00	48.50	0
		345- 1			21.70	0.00	0.00	0.00	0.00	21.70	0
		350- 0			14.08	000	0.00	0.00	000	14.08	G
		365- 0			28.07	0.00	000	000	000	28.07	
		370~ 0			35.68	0.00	0.00	000	0.00	35.68	
		380- 0			47.12	0.00	0.00	0.00	0.00	47.12	
		385- 0			28.07	0.00	0.00	0.00	0.00	28.07	
		390- 1			53.48	0.00	0.00	0.00	0.00	53.48	
		395- 0			20.44	24.25	0.00	0.00	0.00		
		400- 1			36.96	000	0.00	0.00	000		
		105- 0			12.82	000	000	0.00	000	12.02	
		410- 0			20.11	23.72	000	000	0.00	1116	
		115- 0			2170	0.00	0.00	000	0.00		
		420- 0			34.42	0.00	0.00	0.00	0.00		
		125- 0			19.16	0.00	0-00	0.00	0 - 00		
		135- 0			26.78	0.00	0.00	0.00			
		440- 0			15.36	000	0.00	0,00	0.00		
		115- 0			29-33	000	000	0.00	0.00		
		450- 0			26.78	0.00	000	0.00			
		455- 0			29 33	0.00	0.00	0.00			
		460- 0			21.70	0.00	0.00	000			
		465- 0			14.08	0.00	0.00	000			
	4/ 7	470- 0			15.36	0.00	0.00	0.00			
	4/ 7	475- 0			28-07	0.00	0.00	0.00			
	4/ 7	480- 0			26.78	0.00	0.00				
	4/ 7	485- 0			15-36	000					
	4/ 7	190- 0			35.68	0.00					
	4/ 7	1492- 0			0.54	000					
	4/ 7	1495- 0			2425	0.00					
	4/ 7	500- 1			1790	0.00					
	4/ 7	505- 0			12.82	0.00					
	1/ 7	1510- 1			9.00	0.00					
	4/ 7	515- 0			16.62	0.00					
	4/ 1	7520- 0			12.82	000					
	4/ 7	7525- 0		هدي هسست و	28.07						
	4/ 7	7530- 0			24. 25	000					
	4/ 7	7540- 0			21.70						
	4/ 7	7545- 0			11.54						
		7550- 0			39.50						
		7555- 0			14.08						
		7560- 0			26.78 15.36						
		7565- 0			30.60						
		7570- 0			30.60						0
		7575- 0			28.07					28.0	7
		7585- 0			17.90					17.90	0
		7590- 0			15.36					15.30	5
		7595- 0			24.25				0.00	24.2	5 0
		7600- 1			57.29				0.0	57.29	9
	4/	7610- 0									

								HBR
RT/ACCOUNT-SB CUST # T	NAME	CURR CHGS	PAST 30	PAST 60	PAST 90	PAST 120	TOTAL DUE	TMS
K1//CC00M1-30 C03: 1 1		*****						LIE
4/ 7615- 0		15.36	0.00	0.00	0.00	000	15.36	
1/ 7620- 0		-2.10	0.00	0.00	0.00	000	-210	1
4/ 7625- 0		12.82	12.82	9.00	0.00	000	34.64	
4/ 7630- 0		-38.82	0.00	0.00	0.00	000	-38.82	
4/ 7635- 0		33.15	42.04	24.96	0.00	000	100.15	
4/ 7640- 0		14.08	0.00	0.00	0.00	000	14.08	
1/ 7645- 0		24.25	0.00	0.00	0.00	0.00	24.25	i
4/ 7650- 0		10.27	0.00	0.00	0.00	0.00	10.27	
4/ 7655- 0		30.60	0.00	0.00	0.00	0.00	30.60	1
4/ 7660- 0		24.25	0,00	000	0.00	0.00		
4/ 7665- 0		33.15	0.00	000	0.00	0.00	33,15	0
4/ 7670- 0		34.42	0.00	0.00	0.00	0.00		
1/ 7675-1		14.08	0.00	0.00	0.00	0.00		
1/ 7680- 0		26.78	0.00	0.00	000	000		
4/ 7685- 0		9.00	0.00	0.00	000	000		
4/ 7690- 0		25.52	0.00	0.00	000	000		
1/ 7695- 2		21.70	0.00	0.00	0.00	000		
4/ 7700-0		2678	0.00	0.00	0.00	0.00		
4/ 7705-0		19.16	0.00	000	0.00	0.00		
4/ 7710-0		20.44	0.00	000	0.00	0.00		
4/ 7715- 0		17.90	000	000	0.00	0.00		
4/ 7720- 0		36.96	0.00	000	0.00	0.00		
1/ 7730- 0		48.40	0.00	000	0.00			
4/ 7735- 1		76.35	000	0.00	0.00			
4/ 7740- 0	•	15.36	0.00	0.00	000			
4/ 7745- 0		36.96	0.00	0.00	000			
4/ 7750- 0		19.16	26.78	0.00	000			
4/ 1755- 0		47.12	0.00	000	0.00			
1/ 7760- 0		-14.64	0.00	0.00				
4/ 7765- 0		30.60	000	0.00	0.00			
4/ 7769- 0		-39.78	000	000	0.00			
4/ 7770~ 0		22.98	35.68	000				
4/ 7780~ 0	*	33.15	0.00	0.00				
4/ 7790- 0		26.78	0.00					
4/ 7795- 0		27.73	0.00					
4/ 7800- 0		24.25	0.00	0.00				
4/ 7810- 0		9.00						
4/ 7815- 0		33.15	0.00	0.00				
4/ 7820- 1		36.96	0.00	0.00				
5/ 7400- 0		21.70	0.00					
5/ 7402- 0		33.15	0.00					
5/ 7410- 0		33.15	000					
5/ 7412- 0		54.75	000					
5/ 7414- 0		22.98	000					
5/ 7416- 0		28.07	0.00					
		15.36	0.00					
5/ /420- 0		36.96						
5/ 7426- 0		16.62						
5/ /428- 0		25.52	0.00	0.00	0.00	00	0 25-5	۷

			S								NBR
RT/AC	COUNT-SB	CUST #	T	NAME	- CURR CHGS	PAST 30	PAST 60	PAST 90	PAST 120	TOTAL DUE	TMS
			A								
5/	7430- 0				50.94	000	000	0.00	000		
5/	7432- 0				29.33	0.00	0.00	0.00	0.00		
5/	7434- 0				20.44	21.70	000	0.00	000		
5/	7436- 0				21,70	0.00	0.00	0.00	0.00		
5/	7438- 0				12.82	0.00	0.00	0.00	0.00		
5/	7440- 0				19.16	0.00	0.00	0.00	000		
5/	7444- 0				31.88	0.00	0.00	0.00	0.00		
5/	7446- 0				16.62	0.00	0.00	000			
5/	7450- 0				19.16	0.00	0.00	0.00			
5/	7452- 0				28.07	000	0.00	0.00			
5/	7456- 0				15.85	000	0.00	0.00			
5/	7457- 0				12.82	0.00	0.00	0.00			
5/	7458- 0				16.62	17.90	000	0.00			
5/	7460- 0				20.44	0.00	000	0.00			
5/	7461- 0				10.27	0,00	000	0.00			
5/	7462- 0				2475	0.00	0.00	0.00			
5/	7463- 0				1916	0.00	0.00	0.00			
5/	7466- 0				12.82	0.00	0.00	0.00			
5/	7468- 0				15.36	0.00	0.00	000			
5/	7471- 0				25.52	0.00	0.00	000			
5/	7472- 0				22.98	9.10		0.00			
5/	7474- 0				52.20	000		0.00			
5/	7480- 0				19.16	000		0.00			
5/	7482- 0				26.78	0.00		0.00			
5/	7484- 0				19.16	000		0.00			
5/	7486- 0				19.16	0.00					
5/	7488- 0				1154					700.00	
5/	7490- 0				5782						
5/	7492- 0				2298						
5/	7494- 0				3823						
5/	7496- 0				32.98						
5/	7497- 0				15.36						
5/	7498- 0				44.59						
5/	7502- 0				33.15						
5/	7504- 0	00			70.00						
5/	7505- 0				12.82						
5/	1506- 0				64.92						
5/	7508- 0				38 . 23						
5/	7510- 0				16.62						
5/	7512- 0				17.90						
5/	7514- 0				20.44						
5/	7516- 0				31.88						
5/	7518- 1				12.82						
5/	7522- 0				42.04						
5/	7524- 0	- Continue			17.90						
5/	7527- 0	_			11.54						
5/	7528- 0				54.16						
5/	7530- 0				32.87						
5/	7532- 0				36.87	0.00	, 0.00				

		S			,,			DAGT 120	TOTAL DUE	HBR TM5
RT/A	CCOUNT-SB CUS	T # T		CURR CHGS	PAST 30	PAST 60	PAST 90	PASI 120		
		N		*********		000	0.00	0.00	77.57	
5/	7536- 0			33.15	44.42	000	0.00	0.00	30.60	
5/	7540- 0			30.60	000	000	0.00	0.00	19.16	
5/	7548- 0			19,16	000	0.00	0.00	0.00		
5/	7552- 0			25.52	0.00	4.98	000	0.00	57.12	
5/	7554- 0			30.44	21.70	0.00	0 00		35.68	
5/	7556- 0		_	35,68	0.00	0.00	000			
5/	7558- 0			21.70	31.70	0.00	000		30.60	
5/	7562- 0			30.60	0.00	0.00	0.00		11.54	,
5/	7564- 0			11.54	0.00		0.00			
5/	7566- 0			19.16	0.00	0.00	0.00			
5/	7568- 0			48.40	0.00	0.00				
5/	7570- 0			22,98	000	0.00	0.00			
5/	7572- 0			12.82	0.00	0.00	0.00			
5/	7574- 0			14.08	000	0.00	0.00			
5/	7576- 0			2678		000	0.00			
5/	7578- 0			3188	000	000	0.00			
5/	7580 - 0			19.16	000		0.00			
5/	7582- 0			62.37			0.00			
5/	7584- 0			73.81			0.00		100.00	
5/	7586- 0			36.96						
5/	7588- 0			24.25						
5/	7590- 1			22.98						
5/	7592- 0			34.42						
5/	7594- D			35.68						
5/	7596- 0			15.75						
5/	7598- 0			20.44						
5/	7602- 2			53.48						
5/	7604- 0			ZB .07						
5/	7606- 0			2933						
5/	7610- 0			29.33						
5/	7612- 0			2170						
5/	7614- 0			38.23						
6/	0- 0			33.15						
6/	7100- 0			21,70	0.00					
6/	7101-1			19.16	0.00					
6/	7102- 0			19.67	000		1 1 1			
6/	7103- 0			38.23	0.00					
6/	7104- 0			28-07	0.00					
6/	7107- 0			26.78	000					
6/				28.07	000					
6/			1	3315	000					
6/			3 (11)	19.,16						
6/				4967						
6/				72.51						4 0
6/				2170	36.96					
6/				30.60						
6/				18.34	0.00					
6/		-		21.70						
6/				21.70	0.00	0.00	00	0.0	0 71.7	U

			S							NBR
RT/AC	COUNT-SB	CUST #	Т	CURR CHGS	PAST 30	PAST 60	PAST 90	PAST 120	TOTAL DUE	THS
			A						*****	
6/	7118- 0			35.68	0.00	000	0.00	0.00	3568	
6/	7119- 0			19.16	000	0.00	0.00	0.00	19.16	
5/	7120- 0			28.07	000	0.00	0.00	0.00	2807	
6/	7121- 0			63.07	3568	0.00	0.00	0.00		
6/	7135- 0			21.70	28.07	0.00	0.00		1977	
6/	7136- 0			43.31	0.00	0.00	0.00			
6/	7137- 0			21.70	0.00	000	0.00			
6/	7138- 0			24.25	0.00	0.00	0.00			
6/	7139- 0			28.07	0.00	0.00	0.00			
6/	7140- 0			16.62	0.00	0.00	0.00			
6/	7141- 0			29 - 33	0.00	0.00	000			
6/	7142- 0			57.29	0.00	0.00	0.00			
6/	7143- 0			20.44	0.00	0.00	0.00			
6/	7144- 0			29.33	0.00	0.00	0.00			
6/	7145- 0			52.20	0.00	0.00	000			
6/	7146- 1			19.16	0.00	0.00	000			
6/	7147- 0			21.70	0.00	0.00	000			
6/	7148- 0			28.07	0.00	0.00	0.00			
6/	7149- 0			10.27	0.00	0.00	000			
6/	7150- 3			34.42	0.00	0.00	0.00			
6/	7151- 2			14.08	0.00	0.00	0.00			
6/	7152- 0			20.14	0.00	0.00	0.00			
6/	7153- 1			40.77	0.00	0.00	0.00			
6/	7154- 1			20.44	0.00	0.00	0.00			
6/	7156- 1			50.94	0.00	0.00	0.00			
6/	7157- 0			26.78	0.00	0.00	0.00			
6/	7158- 1			30.60	000		0.00			
5/	7160- 2			20.41			0.00			
6/	7162- 0			33.15			0.00			
6/	7168- 0			11.54			0.00			
6/	7169- 0			17.14			0.00			
6/	7171- 0			10.60			0.00			
6/	7174- 0		•	19.16			0.00			
6/	7175- 1			26.78			0.00			
6/	7176- 1			29.33						
6/	7177- 1			15.36						
6/	7178- 0			-10.29						
6/	7179- 0			21.70						
6/	7180- 0			15.36						
6/	7181- 0			21.70						
6/	7182- 2			19.16		4				
6/	7183- 0			19.16						
6/	7184- 0			4077						
6/	7185- 0			2170						
6/	7186- 0			43.31						
6/	7187- 0	_		31.88 21.70						
6/	7188- 1			43.31						
6/	7192- 0	_		28.07						
6/	7193- 0			10.01	0.00					

	ADDUT PR CIE	S	CURR CHGS	PAST 30	PAST GO	PAST 90	PAST 120	TOTAL DUE	THS
K17AG	COUNT-SE CUS	. A							LTE
6/	7194- 0		38.23	0.00	000	0.00	0.00	38.23	0
6/	7195- 0		10.77	0.00	000	0.00	0.00	40.77	
6/	7196- 0		40.77	0,00	0.00	0.00	0.00	40.77	
6/	7197- 0		34.42	0.00	0.00	0.00	0.00	34.42	
6/	7198- 0		26.78	0.00	0.00	0.00	0.00	26.78	
6/	7199- 1		38.23	0.00	0.00	0.00	000	38.23	0
6/	7200- 0		20.44	0.00	0.00	0.00	000	20.44	
6/	7201- 0		24.25	0.00	0.00	0.00	0.00	24.25	
	7203- 0		17.90	0.00	0.00	0.00	0.00	17.90	I
6/	7204- 0		10.00	0.00	000	0.00	0.00	10.00	0
6/	7205- 0		33.15	0.00	000	0.00	0.00	33.15	
6/	7205- 0		17.90	0.00	0.00	0.00	0.00	17.90	1
6/	7207- 0		42.04	0.00	0.00	0.00	0.00	12.01	
6/			17.90	0.00	0.00	0.00	0.00	17.90	0
6/	7208- 0		4331	0.00	0.00	0.00	0.00	43.31	
6/	7209- 0		2618	9.55	0.00	0.00	0.00	36.33	i
6/	7210- 0		1536	0.00	0.00	0.00	0.00	15.36	j
6/	7211- 0		-76.37	000	0.00	0.00	0.00	-76.37	1
6/	7212- 0		11.54	0.00	0.00	0.00	0.00	11.54	0
6/	7213- 0		17.90	0.00	0.00	0.00	0.00	17.90)
6/	7215- 0		30.60	0.00	0.00	0.00	0.00	30.60)
6/	7216- 0		42.04	0.00	0.00	0.00	0.00	42-04	0
6/	7217- 3		33.15	0.00	000	0.00	0.00	33.15	j
6/	7218- 0		20.44	0.00	0.00	0.00	000	20-44	I
6/	7222- 0		17.90	25.52		0.00	000	67.59)
6/	7233- 0		21.70		0.00	0.00	0.00	2170) 0
6/	7235- 0		20.44			0.00	0.00	20.44	1 0
6/	7236- 0		2.81	000	0.00	0.00	0.00	2.81	i
G/	1237- 0		56.70			0.00	0.00	79.68	8 0
6/	7238- 0		19.16		000	0.00	0.00	19.16	5 0
6/	7239- 0		16.62			0.00	0.00	16.62	2
6/	7240- 0		20.44	0.00		0.00	000	20.44	1 0
6/	7241- 0		15.36			0.00	000	15.36	5
6/	7242- 0		1916			0.00	000	19,16	5
6/	7244- 0		29.33			000	000	29 - 33	3
6/	7245- 0		14.08					41.5	4
6/	7246- 0		20.44					20.44	1
6/	7247- 0		31.88					31.88	8
6/	7248- 0		19.16					19.16	5
6/	7249- 0		26.78					71.3	7 0
6/	7250- 1								8
6/	7251- 0		14.08 22.98						8
6/	7252- 0								5 0
6/	7255- 0	•	15.36						
6/	7256- 2		22.98						
6/	7257- 0		2170						
6/	7258- 0		19.16						
6/	7259- 0		34.42						
6/	7260- 2		39.50	0.00	0.00	0.00			

										NBR
				CURR CHGS	PAST 30	PAST 60	PAST 90	PAST 120	TOTAL DUE	THS
RT/AC	COUNT-SB	CUST #	T	CORR CAGO						
			A	1406	0.00	0.00	000	0.00	11.08	
6/	7262- 0	-		2425	0.00	0.00	000	0.00	24.25	
6/	7263- 0			24.25	0.00	0.00	0.00	0.00	24.25	0
6/	7264- 0			26.7B	33.15	0.00	0.00	0.00	59.93	
6/	7265- 0			20.44	0.00	0.00	0.00	0.00	20.44	
6/	7266- 0			21.70	0.00	0.00	0.00	0.00	21.70	0
6/	7267- 0	_		21.70	000	000	0.00	0.00	21.70	
6/	7269- 0			19.16	0.00	0.00	0.00	0.00	19.16	0
6/	7270- 2			20.44	21.70	2183	21.38	29.34	114.69	
6/	7272- 0	_		36.96	0.00	000	0.00	0.00	36.96	
7/	7699- 0	_		26.78	0.00	0.00	0.00	0.00	2678	
1/	7700- 0	_		21.70	0.00	0.00	000	0.00	21.70	
1/	7701- 0	=		16.62	0.00	0.00	0.00	000	16.62	
1/	7702- 0	=		35.68	0.00	0.00	000	0.00	35.68	
1/	7703- 0	_=		29.33	0.00	000	0.00	0.00	29.33	
1/	7704- 0	=		15.36	0.00	0.00	0.00	0.00	15,36	
1/	7705- 0			63.64	0.00	0.00	0.00	0.00	6364	
7/	7707- 0	_		58.56	0.00	000	0,00	0.00	58.56	
7/	1708- 0	-		16.62	0.00	000	0.00	0.00	16.62	
7/	7709- 0	=		61.11	0.00	0.00	0.00	000	61.11	
7/	7710- 0	=		3315	0.00	000	0.00	0.00	33.15	
7/	7711- 0	X		38.23	0.00	0.00	0.00	000	36.23	
7/	7712- 0			38.23	0.00	0.00	0.00	000	38.23	
7/	7713- 0	=		14.08	0.00	0.00	0.00	000	14.08	
7/	7714- 0		V	29.33	30.60	10.36	000	0.00	70.29	
7/	7715- 0	_		31.88	0.00	0.00	000	0.00	31.88	
1/	7716 - 0 7717 - 0	=		14.08	0.00	0.00	0.00	0.00	14.08	
1/	7719- 0	=		30.60	0.00	0.00	0.00	0.00	30.60	
7/	7721- 0			22.98	0 00	0.00	0.00	0.00	22.98	
7/	7722- 1			30.60	28-07	000	0.00	0.00	58.67	0
7/	7723- 0			44.59	0.00	000	0.00	0.00	44.59	
7/	7725- 0	=		3315	0.00	0.00	0.00	0.00		
7/	7726- 0			1916	0.00	0.00	0.00	0.00		
7/	7727- 0			2170	0.00	0.00	0.00	0.00		
7/	7728- 0			24.25	0.00	0.00	000	0.00		
7/	7729- 0			14.08	0.00	0.00	0.00	0.00		
1/	7730- 0			21.70	0.00	0.00	0.00			
7/	7731- 0			11.54	0.00	000	0.00			
17	7732- 2			12-82	0.00	000				
7/	7733- 0			20.44	0.00	0.00				
7/	7735- 1			21.70	0.00	0.00				
7/	7736- 1			36.96	0.00	0.00				
7/	7737- 0			1536	0.00					
7/	7738- 1			5220						
7/	7739- 1			900						
7/	7741- 0	(12.82						
7/	7742- 0			10.27						
7/	7743- 0			28.07						
7/	7744- 0			31.88	000	000	0.00	0.00	, 51.01	•

Indiantown Gas Company Aged Receivables Sorted by: Rt/Acct-5b

Report Date: 07/31/2010 Report Time: 12:29

									KBR	
		9	CURR CHGS	PAST 30	PAST 60	PAST 90	PAST 120	TOTAL DUE	THS	
RT/AC	COUNT-SB CUST #	TNAPIE.	CONT. CHOS						LTE	
		A	31.88	0.00	0.00	0.00	0.00	3188		
7/	7745- 0		17.90	0.00	0.00	0.00	0.00	1790	0	
7/	7746- 1			0.00	0.00	0.00	0.00	49.67		
7/	7747- 0		49.67	0.00	0.00	0.00	0.00	21.70	0	
7/	7748- 1		21.70	0.00	0.00	0.00	0.00	38.23		
7/	7749- 0		38.23	0.00	0.00	0.00	0.00	2023	0	
8/	7695- 0		20.23		0.00	0.00	0 00	14 08		
8/	7699- 0		14.08	0.00	0.00	0.00	0.00	14.08		
8/	7700- 0		14.08	0.00	0.00	0.00	0.00			
8/	7702- 0		35.68	0.00	0.00	0.00	0.00			
8/	7703- 0		10.60	0.00	0.00	0.00	0.00			
8/	7704- 0		38.23	0.00	0.00	0.00	0,00			
8/	7706- 0		28.07	0.00	0.00	000	0.00			
8/	7708- 0		20.44	0.00		0.00	0.00			
8/	7710- 0		31.88	0.00	0.00	0.00	0.00			
8/	7712- 0		36.96	0.00	0.00					
8/	7716- 0		38.23	0.00	0.00	0.00				
8/	7/18- 0		30.60	0.00	0.00	000				
8/	7720- 0		29.33	0.00	000	000				
8/	7122- 0		30.44		0.00	0.00				
8/	7724- 0		12.82		000	0.00				
8/	7726- 0		25.52	0.00		0.00				
8/	7728- 0		24.25	0.00						
8/	7729- 0		20.44	0.00						
8/	7730- 0		23.82	0.00	000					
8/	7732- 0		28.07	0-00	0.00					
8/	7733- 0		10.27	0.00	000					
8/	7734- 0		22,98	0.00	000					
8/	7736- 0		12.01	0.00	0.00					
8/	7738- 0		38.23	0.00	000					
8/	7740-0		38.23	0.00	000	0 00				
8/	7712-0		44.59	000	0.00	000				
8/	7748- 0		28.07	0.00	000					
8/	7750- 0		25.52	000	000	000				
8/	7752- 0		24.25	000	0.00	000	0.00			
8/	7754- 0		19.16	0.00	0.00	000	0.00			
8/	7756- 0		15.36	000	0.00	000	0.00			
8/	7758- 0		17.90	000	0.00	000	0.00			
	7760- 0		21.70	0.00	0.00	0.00	0.00	21.7	n	
8/	_		39.50	000	0.00	0.00	0.00	39.5	0	
8/	7762- 0 —		17.90	000	0.00	0.00	00			
8/	7768- 0		19_16	000	0.00	0.00	00) 19.1	6	
8/	_		12.82	000	0.00	000	0.00	12.8	2	
8/	7770- 0		26.78		0.00	0.00	0.0			
8/	7774- 0		36.96			0.00	0.0	36.9	6	
8/	7776-0		29.33			0.00	00			
8/	7778- 0		38.23			0.00	00	0 38.2	3 0	
8/	7780- 1		39.50			0.00	0.0	0 39.5	0 0	
8/	7782- 0		125.54			0.00	0.0	0 125.5	1	
8/	7790- 0		39.50				00	0 39.5	0	
8/	7192- 0									

		s					BART GO	DACT 120	TOTAL DUE	N
RT/AC	COUNT-SB	CUST # T	NAME	CURR CHGS	PAST 30	PAST 60	PAST 90	PASI TEO		
		A		26.78	0.00	0.00	0.00	0.00	26.78	
8/	7794- 0			22.98	000	0.00	0.00	0.00	22.98	3
8/	7796- 0			21.70	000	0.00	0.00	0.00	2170)
8/	7798- 0				0.00	0.00	0.00	0.00	25.52	1
8/	7800- 0			25.52	0.00	0.00	0.00	0.00	45.68	3
8/	7802- 0			15.68	0.00	0.00	0.00	0.00	48.40)
8/	7804- 0			28.07	0.00	0.00	0.00	0.00	2807	7
8/	780G- 0			45.85	0.00	0.00	0.00	0.00	45.85	5
8/	7810- 0			43.31	0.00	0.00	0.00	0.00	43.31	l
8/	7614- 0			25.52	0.00	0.00	0.00	000	25.52	2
8/	7816- 0			33.15	0.00	0.00	0.00	0.00	33.15	ò
8/	7818- 0			28.07	0.00	0.00	0.00		28.07	7
8/	7820- 0			28.07		0.00	000		2807	7
8/	7822- 0					0.00	0.00		16.62	2
8/	7824 - 0			16.62	0.00	0.00	0.00			5
8/	7826- 0			24.25	0.00	0.00	000		22.98	В
8/	7828- 1			22.98		0.00	0.00			В
8/	7830- 0			35.68			000			6
8/	7832- 0			36.96		0.00	000			
8/	7836- 0			15.36		0.00	000			5
8/	7838- 1			24.25		0.00	0.00			5
8/	7840- 2			15.36		0.00				8
8/	7842- 0			22.98						5
8/	7846- 0			15.36						2
8/	7848- 1			25.52						4
8/	7850- 0			42.04					106.3	8
8/	7852- 0			34.42					17.3	5
8/	7854- 0			16.62						б
8/	7856- 1			19.16						8
8/	7858- 0			26.78						2
B/	7860- 1			34.42						8
8/	7862- 0			31.88						8
8/	7864- 0			22.98						
8/	7866- 0			26.78						4
9/	8601- 0			20.44						
9/	BG02- 0			30.60						
9/	8603- 0			2807						
9/	8604- 0			29.33						
9/	8605- 0			2807					_	
9/	8606- 0			2170						
9/	8607- 0			25.52						
9/	8608- 0			25.57						
9/	8609- 0			4077						
9/	8610- 0			19.16						
9/	8611- 0			24.25						
9/	8612- 0	()		30.60						
9/	8613- 0			25.52						
9/	8614- 0			36.90						
9/	8615- 0			12.87						
9/	8616- 0			24.2	5 0.00	000	, 0.00	, 0.01		

		S							HBR
RI/AC	COUNT-SE CUST	THAME	CURR CHGS	PAST 30	PAST 60	PAST 90	PAST 120	TOTAL DUE	
		Α						22.00	
9/	8617- 0		22.98	0.00	000	0.00	0.00	22.98	
9/	8618- 0		43.31	0.00	000	0.00	0.00	43.31	
91	8619- 0		29.33	0.00	0.00	0.00	0.00	29.33	
9/	8620- 0		28.07	0.00	0.00	0.00	0.00	28.07	
9/	8621- 0		34.42	0.00	0.00	0.00	0.00	34.42	
9/	8622- 0		3060	0.00	0.00	0.00	0.00	30.60 30.60	
9/	8623- 0		30.60	0.00	0.00	0.00	0.00	22.98	
9/	8624- 0		22.98	0.00	0.00	0.00	0.00	26.78	
9/	8625- 0		26.78	000	0.00	0.00	000	1662	
9/	8626- 0	<u> </u>	16.62	000	0.00	0.00	0.00	19.16	
9/	8627- 0		19-16	0.00	0.00	0.00	0.00		
9/	8628- 0		20.44	0.00	0.00	0.00	0.00	20.44 36.96	
9/	8629- 0		36.96	0.00	000	0.00	0.00	30.60	
9/	8630- 0		3060	0.00	000	0 .00	0.00		
9/	8631- 0		2678	0.00	0.00	0.00	0.00		
9/	8632- 0		2678	0.00	000	0.00	0.00		
9/	8633- 0		2933	0.00	0.00	0.00	000		
9/	8634- 0		3315	0.00	0.00	0.00			
9/	8635- 0		22.98	0.00	0.00	0.00	000		
9/	8636- 0		26.78	000	0.00	0.00	0.00		
.8/	8637- 0		15.36	0.00	0.00	0.00			
9/	8638- 0		21.70	0.00	0,00	0.00	0.00		
9/	8639- 0		25.52	0.00	000	0.00	0.00		
9/	8640- 0		26.78	0.00	000	0.00			
9/	8641 - 0		25.52	0.00	0.00	0.00			
9/	8642- 0		24.25	0.00	0.00	0.00	000		
9/	8643- 0		29.33	0.00	0.00	0.00	0.00		
9/	8641- 0		28.07	0,00	0.00	0.00			
9/	8645- 0		31.88	0.00	0.00	0.00			
9/	8646- 0		28.07	0.00	0.00	0.00			
9/	8647- 0		22.98	000	0.00	0.00	0.00		
9/	8648- 0		56.02	0.00	0.00	0.00			
9/	8649- 0		25.52	0.00	0.00	0.00			
9/	8650- 0		22.98	0.00	0.00	000			
9/	8651- 0		22.98	000		0.00			
9/	8652- 0		24.25	0.00	0.00	0.00			
9/	8653- 0		14.08	0.00	000	0.00			
9/	8654- 0		21.70 21.70	0.00	000	0.00			
9/	8655- 0			0.00	000				
9/	8656- 0		1916						
9/			19.16 30.60						
9/	8658- 0		25.52						
9/	8659- 0		30.60						
9/	8660- 0		15.36						
10/	105-0		17.90						
10/	110-0		22.98						
10/	115- 0		14.08						
10/	120- 0		15.36						
10/	125- 0		19.30	0.00	0.00				

									NBR
DT/ACC	COUNT-SB CUST # 1	NAME	CURR CHGS	PAST 30	PAST 60	PAST 90	PAST 120	TOTAL DUE	TMS
N1/NOC								********	LTE
10/	130-0		19.16	0.00	0.00	0.00	0.00	19.16	
10/	135- 0		14.08	0.00	0.00	0.00	0.00	14.08	
10/	140- 0		15.36	0.00	0.00	0.00	0.00	15.36	
10/	145- 0		16.62	000	0.00	0.00	0.00	16.62	
10/	150-0		19.16	0.00	0.00	0.00	0.00	19.16	
10/	155- 0		25.52	0.00	0.00	000	000	25.52	!
10/	160- 0		2298	0.00	0.00	0.00	0.,00	22.98	I
10/	165- 0		15.36	0.00	0.00	0.00	0.00	15.36	i
10/	170- 0		16.62	0.00	0.00	0-00	0.00	16.62	?
10/	175- 0		20.44	0.00	000	0.00	0.00	20.44	
10/	180- 0		24.25	000	000	0.00	0.00	2425	
10/	185- 0		22.98	0 00	000	000	000	22.98	3
10/	190-0		19.16	0.00	0.00	0.00	000	19.16	i
10/	195- 0		16.62	0.00	0.00	000	0.00	16.62	2
10/	200- 0		17.90	0.00	0.00	0.00	0.00	17.90)
10/	205- 0		20.44	0.00	0.00	0.00	0.00	20.44	l
10/	210-0		24.25	0.00	0.00	0.00	0.00	24.25	5
10/	215- 0		24.25	0.00	000	0.00	0.00	24.25	5
10/	220- 0		26.78	000	000	000	0.00	26.78	3
10/	225- 0		14.08	0.00	000	000	000	14.08	3
10/	230- 0		19.16	0.00	0.00	0.00	000	19.16	5
10/	235- 0		20.44	0.00	0.00	0.00	0.00	20-46	
10/	240- 0		17.90	0.00	0.00	0.00	0.00	17.90)
10/	245- 0		15.36	0.00	0.00	0.00	0.00	15.36	5
10/	250- 0		19.16	0.00	0.00	0.00	0.00	19.16	5
10/	255- 0		11.54	0.00	0.00	0.00	0.00	115/	
10/	260- 0		20.44	0.00	000	0.00	0.00	20.44	
10/	265- 0		2170	0.00	000	000	000	21.70	
10/	270- 0		16.62	0.00	0.00	000	000	16.63	
10/	275- 0		20.44	0.00	0.00	000	0.00		
10/	280- 0		12.82	0.00	0.00	0.00	0.00		
10/	285- 0		12.82	0.00	0.00	0.00	0.00		
10/	290- 0		20.44	0.00	000	0.00	0.00		
10/	295- 0		15.36	0.00	0.00	0.00	0.00		
10/	300-0		12.82	0.00	0.00	000	000		
10/	305-0		12.82	0.00	000	000	0.00		
10/	310-0		1408	0.00	0.00	0.00	0.00		
10/	315- 0		12.82	0.00	0-00	0.00	0 00		
10/	320-0		20-44	0,00	0.00	0.00			
10/	325- 0		17.90	000	0.00	0.00			
10/	330- 0		19,16	0.00	0.00	0.00			
10/	335- 0		12.82	000		0.00			
10/	340- 0		2170			0.00			
10/	345- 0		15.36			000			
10/	350- 0		15514			0.00			
10/	355- 0		14.08			0.00			
10/	360- 0		11.54			0.00			
10/	365- 0		16.62						
10/	370- 0		16.62	0.00	000	0.00	0.00	106.	۰

Indiantown Gas Company Aged Receivables Sorted by: Rt/Acct-Sb Page 15 of 15 delqrpt

		S								пви
RT/AC	COUNT-SB	cust # r		CURR CHGS	PAST 30	PAST 60	PAST 90	PAST 120	TOTAL DUE	1MS
		λ								LTE
10/	375- 0			20.44	0.00	000	0.00	0.00	20.44	
10/	380 - 0			16.62	0.00	0.00	0.00	0.00	16.67	
10/	385- 0			14.08	0.00	0.00	0.00	000	14.08	
10/	390- 0			14.08	0.00	0.00	0.00	000	14.08	
				******	E4089886E	E 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	****	32222226	*=======	
			Grand Total:	23,567.02	1,321.01	19108	40.91	2934	25,149.36	

Accounts Printed: 690

----- REPORT PARAMETERS ------

Range ALT

Cycle ALL

Status ALL

Class . .. ALE

Min Total .. 0.00

Budgets ... True

Credits ... True

Services ... ALL

Balances .. Current or more

CUSTOMER DEPOSITS, PREPAYMENT LISTING

- 1. Customer deposits as of June 30, 2010 \$19,898.00
- 2. Customer prepayments as of June 30, 2010 \$0

WORKING CAPITAL ASSETS ACQUIRED

1. None

WORKING CAPITAL LIABILITIES ACQUIRED

- 1. ECCR Over-Recovery as of June 30, 2010 \$16,262.95
- 2. Regulatory Liabilities as of June 30, 2010 \$2,882.91
- 3. Accrued Customer Deposit Interest as of June 30, 2010 \$1,245.05

ASSUMED LIABILITIES

- 1. Seller's obligations arising subsequent to the Closing under the Material Contracts exclusive of any obligation or liability related to a condition existing on or before the Closing Date or related to an event occurring on or before the Closing Date.
- The Customer Payment Obligations identified on Exhibit G-2 and accrued interest thereon. The ECCR Over-Recovery as of the Closing Date identified on Exhibit G-4 item 1. 2.
- The regulatory liabilities as of the Closing Date identified on Exhibit G-4 item 2.

EXHIBIT H

COMMITMENT

See attached.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT

Schedule A

Fund File Number: 42-2010-1110

Effective Date: July 7, 2010 @ 11:00 PM Agent's File Reference: 22913.94001

Proposed Amount of Insurance:

OWNER'S: ALTA Owner's Policy (10/17/92). (If other, specify.)

\$200,000.00

Proposed Insured:

Florida Public Utilities Company, a Florida corporation

MORTGAGEE:

MORTGAGEE:

2. The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:

Indiantown Gas Company

3. The land referred to in this commitment is described as follows:

Lot 6, BARKDULL GARDENS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 33, Public Records of Martin County, Florida;

Less and except the following:

Commence at the found Brass Disc in Concrete marking the Northwest corner of said Section 6, Township 40 South, Range 39 East; thence South 00°06'40" West along the West line of said Section 6, a distance of 154.83 feet to the Baseline of Survey for State Road 710 (Warfield Boulevard); thence South 73°51'38" East, along said Baseline of Survey, a distance of 179.31 feet to the beginning of a curve concave Southwesterly having a chord bearing of South 63°45'46" East, having a radius of 1506.28 feet; thence Southeasterly along said curve, an arc distance of 530.94 feet through central angle of 20°11'45" to the end of said curve; thence South 53°39'53" East along said Baseline of survey, a distance of 172.55 feet; thence South 36°20'07" West, perpendicular to said Baseline of Survey, a distance of 50.00 feet to the Southerly existing right of way line for State Road 710 (Warfield Boulevard), said point being the POINT OF BEGINNING; thence South 53°39'53" East, along said Southerly existing right of way line, a distance of 135.50 feet; thence South 36°20'07" West along the Easterly line of said Lot 6, a distance of 11.00 feet; thence North 53°39'53" West, a distance of 135.50 feet, thence North 36°20'07" East along the Westerly line of said Lot 6, a distance of 11.00 feet to the POINT OF BEGINNING.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Agent No.: 383901

Issuing Agent:

Baker & Hostetler LLP 200 S. Orange Avenue Suntrust Center Suite 2300 Orlando, Florida 32801

Agent's Signature Baker & Hostetler LLP

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT

Schedule B-I

Fund File Number: 42-2010-1110

Agent's File Reference: 22913.94001

- I. The following are the requirements to be complied with:
 - 1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
 - 2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
 - A. Warranty Deed from Indiantown Gas Company, a Florida corporation, with attestation that Indiantown Gas Company is one and the same as Indiantown Gas Co., Inc., to the proposed insured.
 - 3. Satisfactory evidence must be furnished establishing that Indiantown Gas Company is duly organized, validly existing, and in good standing under the laws of Florida (at date of acquisition of the interest or lien on the insured property and at the present time, or at date of purchase and at date of sale).
 - 4. Satisfactory evidence must be furnished establishing that the subject property does not constitute all or substantially all of the assets of Indiantown Gas Company. If it does, satisfactory evidence must be provided complying with Sec. 607.1201 or Sec. 607.1202, F. S.
 - 5. Satisfactory evidence must be furnished establishing that Florida Public Utilities Company is duly organized, validly existing, and in good standing under the laws of Florida (at date of acquisition of the interest or lien on the insured property and at the present time, or at date of purchase and at date of sale).

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT

Schedule B-II

Fund File Number: 42-2010-1110

Agent's File Reference: 22913.94001

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Company:
 - 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
 - 2. Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).
 - 3. Intentionally deleted.
 - 4. Taxes for the year 2010 and subsequent years, which are not yet due and payable.
 - 5. Subject to easement as contained in Agreement re: Common Easement recorded in O.R. Book 609, Page 2047, Public Records of Martin County, Florida.
 - 6. Intentionally deleted.
 - 7. All matters contained on the Plat of Barkdull Gardens, as recorded in Plat Book 2, Page 33, Public Records of Martin County, Florida.
 - 8. Subject to unrecorded leases.

EXHIBIT I

SURVEY

See attached.

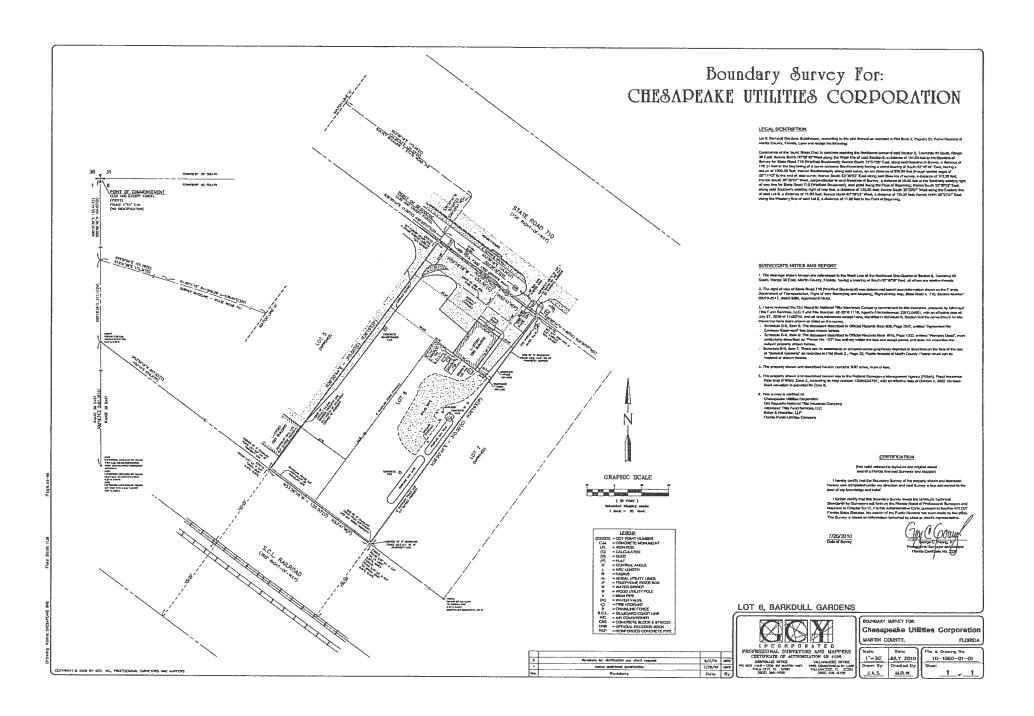


EXHIBIT J

FORM OF REAL PROPERTY PURCHASE AND SALE AGREEMENT

See attached.

1 2	1. PURCHASE AND SALE: Indiantown Gas Company		("Buyer").
3	agrees to buy and Florida Public Utilities Company		("Seller"),
5	agree to sell the property described as: Street Address: 16600 SW Warfield Boulevard, Indiantown, FL 34956		
7	Legal Description:		
8	See Exhibit "A".		
10			
11	and the following Personal Property:		
40			
12	All personal property located at the property and owned by the Seller exclusive of the rec		
13	equipment, and items of person property servicing or used in connection with the rectif	er or rec	uner monitoring
, ч	equipment.		
15	(all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effe		
16	Contract is the date on which the last of the Parties signs the latest offer. Time is of the esse		
17	periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holi		
18	ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next be	usiness da	зу.
19	2. PURCHASE PRICE:	\$	200,000,00
20	(a) Deposit held in escrow by	_ \$	N/A
21	(b) Additional deposit to be made within days from Effective Date	\$	N/A_
22	(c) Total mortgages (as referenced in Paragraph 3)	\$	N/A
23	(d) Other:	_ \$	N/A
24	(e) Balance to close, subject to adjustments and prorations,		
25	to be made with cash, locally drawn certified or cashier's check or wire transfer.	\$	200,000,00
28 =	-St-FMRD-PARTY-FIXMOMO: Wikinsdays from Effective Date ("Application Period"); Day	arvill; etc	ау ст'я схреняе
27	apply for third party financing in the amount of \$ or% of the pur	chase pric	e to be
28	amortized over a period of years and due in no less than years and with a fixed inte	est rate	of to exceed
29	☐% per year or variable interest rate not to exceed ☐% at origination	With a life	time cap not to
30	exceed% from Initial rate, with additional terms as follows:		
31	exceed% from initial rate, with additional terms as follows:		
32			
33			
34	Buyer will pay for the mortgagee the fisurance policy and for all loan expenses. Buyer will timely	orovide an	v and all credit.
35	employment, financial and other information reasonably required by any lender. Buyer will notify S		
36	obtaining financing or being rejected by a lender. If Buyer, after diligent effort, falls to obtain a writt		
37	days from Effective Date ("Financing Period"), Buyer may cancel the Contract by givin		
38⊄	Tand Dayer's deposit(s) will be retarned to Seyerin accordance with Foragraph 5:	Campionis are assume that exists a sec	
39	Buyer () () and Seller () () acknowledge receipt of a copy of this pag CC-2 © 1997 Florida Association of Realtors®. All rights reserved. Licensed to Alta Star Software. User Reg# S-2432N3D30NZY0 Software and Added Formatting Copyright 2004 Alta Star Software, Inc. All Rights Reserved. (305) 27	30G-1021	Page 1 of 5 Pages. ALTA

ALTA STAR

40	4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed
41	other <u>Special Warranty Deed</u> , free of liens, easements and encombrances of record or known to Bewer, but subject to properly taxes for the year of closing; covenants, restrictions and public utility easements of record; and
42	(list any other matters to which title will be subject) all matters of record
44	provided there exists at closing no violation of the foregoing and none of their prevents Beyor's intended use of the Property
45	#287
	() 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
46	(a) Evidence of Title: Seller will, at (check one) Seller's Buyer's expense and within 5 days [A from Effective Date prior to Closing Date from date Buyer meets or walves financing contingency in
48	Paragraph 3, deliver to Buyer (check one)
49	a title Insurance commitment by a Florida licensed title Insurer and, upon Buyer recording the deed, an owner's
50	policy in the amount of the purchase price for fee simple title subject only to exceptions stated above.
51	an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
52	However, If such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer
53	as a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
54 55	acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of
99	all documents recited in the prior policy and in the update.
56	-(b) Title Examination. Buyer will, within 16 days from rescipt of the evidence of title deliver witten notice to Salton of title
57	defects. Title will be deemed acceptable to Buyer if (1) Buyer falls to deliver proper notice of defects or (2) Buyer delivers
58	proper written notice and Seller cures the defects within days from receipt of the motice ("Curative Period"). If the
59	defects are cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing.
60	Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to
62	cure the defects to elect which the to terminate this Contract or accept title subject to existing defects and close the
63	transaction-without reduction in purchase price. The party who pays for the evidence of title will also pay related title service
64	Today including title and obstract charges and title examination.
65 66	(c) Salvey (check upplied by previsions below) Seller will, within days from Effective Date, deliver to Buyer copies of prior surveys, plans_specifications, and
67	engineering documents, if any, and the following documents relevant to this transactions
68	
69	prepared for Seller or in Seller's possession, which shawpall currently existing structures.
70	☐ Buyer will, at ☐ Seller's ☐ Bayer's expense and within the time period allowed to deliver and examine title
71 72	evidence, obtain a nurse retified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the Improvements encroach on the lands of another, Buyer will accept the Property with
	existing encreachments. Be such encreachments with constitute a title defect to be cared within the Carative Period.
74	(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
75	(e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.
76	5. CLOSING DATE AND PROCEDURE; This transaction will be closed in Martin County,
77	Florida on or before or within 15 days from Effective Date ("Closing Date"), unless
78	otherwise extended herein. Seller Buyer will designate the closing agent. Buyer and Seller will, within 10
79	days from Effective Date, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional
80	lender is providing purchase funds, lender requirements as to place, time of day, and closing procedures will control over any
81	contrary provisions in this Contract. Closing may be held by mall.
82	Buyer (a) Costs; Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the
83	deed. Getter will pay taxes and recording fees for documents needed to cure title defects. If Seller is obligated
84	to discharge any encumbrance at or prior to closing and falls to do so, Buyer may use purchase proceeds to satisfy the
85	encumbrances.
	700 - 1 2 1 10 10 10 10 10 10 10 10 10 10 10 10 1
86	(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,
88	tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information
89	regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors
90	authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting
91	forth facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to
82	Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements and financing statements.
93	Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 2 of 5 Pages. CC-2 © 1997 Florida Association of Realtors®. All rights reserved, Licensed to Alle Star Software.
	Software and Added Formatting Copyright 2004 Alta Star Software, Inc. All Rights Reserved. (305) 279-8898

94	(c) Taxes, Assessments, and Prorations: The following Items will be made current and prorated
95	as of Closing Date as of; real estate taxes, bond and assessment payments assumed by Buyer, interest, rents, association dues, insurance premiums acceptable to Buyer, operational expenses
95	assumed by Buyer, interest, rents, association dues, insurance premiums acceptable to Buyer, operational expenses
97	and <u>N/A</u> . If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due allowance being
98 99	made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially affecting
100	the Property:
101	for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is
102	substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.
103	(d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") regulres Buyer to withhold at
104	closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign
105	person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to
106	provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding
107 108	requirement. If withholding is required and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds and Buyer will provide proof to Seller that such funds were properly
109	remitted to the I.R.S.
110	6. ESCROW: Buyer and Seller authorize Baker & Hostetler LLP
111	Telephone: 407-649-4000 Facsimile: 407-841-0168
112	Address: 200 South Orange Avenue, Sulte 2300, SunTrust Center, Orlando, FL 32801-3432 to act as "Escrow
113	Agent" to receive funds and other Items and, subject to clearance, disburse them in accordance with the terms of this
114	Contract. Escrow Agent will deposit all funds received in 🗵 a non-interest bearing escrow account 🗀 an interest bearing
115	escrow account with Interest accruing to with Interest disbursed (check one) at closing at intervals. If Escrow Agent receives conflicting demands or has a good faith
116	at closing at intervals. If Escrow Agent receives conflicting demands or has a good faith
117	doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties'
119	rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction
120	over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty
121	to account for Items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with
122	applicable provisions of Chapter 475, Fiorida Statutes. In any suit or arbitration in which Escrow Agent is made a party
123	because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable
124	attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged
125	and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to
126 127	any person for misdelivery to Buyer or Seller of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach
	of this Contract or gross negligence.
128	7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition,
129	ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no
130	warranties other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any
131	defects in the property. (Check (a) or (b))
132	(a) As Is: Buyer has inspected the Property or walves any right to inspect and accepts the Property in its "as is"
133	condition.
134	☐ (b) Due Diligence Period: Buyer will, at Buyer's expense and within days from Effective Date ("Due
135	Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended
136	use and development of the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any
137 138	tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's
139	satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other
140	utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of
141	permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soll and
142	ground water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property
143	for Buyer's intended use and development. Buyer shall deliver written notice to Seller prior to the expiration of the Due
144	Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this
145	notice requirement shall constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer,
146	agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose
147	of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs, claims
149	and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct
150	of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a
151	mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not
152	close, (1) Buyer shall repair all damages to the Property resulting from the Inspections and return the Property to the
153	condition it was in prior to conduct of the inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports
154	and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not
155	acceptable, Seller agrees that Buyer's deposit shall be immediately returned to Buyer and the Contract terminated.

Buyer (_____) (_____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages. CC-2 © 1997 Florida Association of Realtors®. All rights reserved. Licensed to Alta Star Software.

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157 158≃	(c) Walk-time agin in spection. Bayer may, on the day prior to closing or any other time motivally agreeable to the parties, conduct a final "walk-timeagh" inspection of the Property to determine compliance with this paragraph and to ensure that all
159 = 160 161 162 163 164 165 166	(d) Disclosures: 1. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. 2. Energy Efficiency: Buyer may have determined the energy efficiency rating of the building, if any is located on the Real Property.
167 168 169 170 171	8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent without Buyer's consent.
172 173 174	9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida laws and regulations.
175	10. DEFAULT:
176 177 178	(a) In the event the sale is not closed due to any default or fallure on the part of Seller other than fallure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.
179 180 181 182 183	(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.
184 185 186	11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and expenses.
187 188	12. BROKERS: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:
189 190 191 192 193	(a) Listing Broker: N/A who is □ an agent of □ a transaction broker □ a nonrepresentative and who will be compensated by □ Seller □ Buyer □ both parties pursuant to □ a listing agreement □ other (specify):
194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209	(b) Cooperating Broker: M/A who is an agent of a transaction broker an onrepresentative and who will be compensated by Buyer Seller both parties pursuant to an MLS or other offer of compensation to a cooperating broker other (specify) (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller. 13. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is not assignable. Is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).
210	Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages. CC-2 © 1997 Florida Association of Realiors®. All rights reserved. Licensed to Alla Star Software. Software and Added Formatting Copyright 2004 Alta Star Software, Inc. All Rights Reserved. (305) 279-8898

	H Arbitration	📙 Seller Warranty	A 1.1.1 XI Call Add and low to Commonwell Company										
15. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bou Signatures, Initials, documents referenced in this Contract, counterparts and written modifications communic electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritte typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be const under Florida law and will not be recorded in any public records. Delivery of any written notice to any party's agent will deemed delivery to that party.													
AR LPAA(IRTVP	THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.												
D	EPOSIT RECEIPT: D	eposit of \$	received on										
b b	y Li	cneck U other	received on										
a 	nd a signed copy defiv	ered to Buyer or Buyer's agent no later the Buyer may revoke this offer and Indiantown Gas Comp	d receive a refund of all deposits. Denote the second of all deposits.										
Dat	e:	BUYER:	Tax ID No:										
	Title: Address:	Telephone:	Facsimile:										
Dat	e:	BUYER:	Tax ID No:										
	Title: Address:	Telephone;	Facsimile:										
ACC to th	CEPTANCE: Seller ac he attached counter of	cepts Buyer's offer and agrees to sell the fer). Florida Public Utilities	Property on the above terms and conditions (usbject Company										
Dat	e:	SELLER:	Tax ID No:										
	Title:	Telephone:	Facsimile:										
	Address:		,										
	e: Title:	SELLER:Telephone:	Tax ID No: Facsimile:										
Dat	e: Title: Address:	SELLER:Telephone;	Tax ID No:Facsimile:										
Date Buy	e:Title:Address: /er () (_ Florida Association of Realtor	SELLER:	Tax ID No: Facsimile:										

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EXHIBIT "A"

Lot 6, Barkdull Gardens Subdivision, according to the plat thereof, as recorded in Plat Book 2, Page 33, Public Records of Martin County, Florida;

Less and except the following:

Commence at the found Brass Disc in Concrete marking the Northwest corner of said Section 6, Township 40 South, Range 39 East; thence South 00°06'40" West along the West line of said Section 6, a distance of 154.83 feet to the Baseline of Survey for State Road 710 (Warfield Boulevard); thence South 73°51'38" East, along said Baseline of Survey, a distance of 179.31 feet to the beginning of a curve concave Southwesterly having a chord bearing of South 63°45'46" East, having a radius of 1506.28 feet; thence Southeasterly along said curve, an arc distance of 530.94 feet through central angle of 20°11'45" to the end of said curve; thence South 53°39'53" East along said Baseline of survey, a distance of 172.55 feet; thence South 36°20'07" West, perpendicular to said Baseline of Survey, a distance of 50.00 feet to the Southerly existing right of way line for State Road 710 (Warfield Boulevard), said point being the Point of Beginning; thence South 53°39'53" East, along said Southerly existing right of way line, a distance of 135.50 feet; thence South 36°20'07" West along the Easterly line of said Lot 6, a distance of 11.00 feet; thence North 53° 39'53" West, a distance of 135.50 feet, thence North 36°20'07" East along the Westerly line of said Lot 6, a distance of 11.00 feet to the Point of Beginning.

ADDENDUM TO COMMERCIAL CONTRACT

THIS ADDENDUM TO COMMERCIAL CONTRACT is made this _____ day of _____, 20___, between Florida Public Utilities Company, a Florida corporation ("Seller"); and Indiantown Gas Company, a Florida corporation ("Buyer").

- 1. Addendum Made Part of Contract. The Commercial Contract and this Addendum shall operate and be construed as a single contract between Buyer and Seller and shall be referred to as the "Contract". To the extent there is a conflict between the terms of the Commercial Contract and this Addendum, the terms of this Addendum shall govern.
- 2. <u>Personal Property</u>. Notwithstanding anything in the Contract to the contrary, in no event will any equipment, inventory or other items of personal property of Seller be included in the Property; "Personal Property" shall be deemed to include only those items of personal property that are incorporated in or attached to the building located on the Property but that are not deemed to be fixtures.
- Inspection: Acceptance in "As-Is" Condition. Buyer has or will inspect the Property and is familiar or will become familiar with the physical condition thereof. BUYER AGREES THAT IT IS PURCHASING THE PROPERTY, REAL AND PERSONAL, IN ITS AS-IS CONDITION, AND THAT ALL WARRANTIES OF ANY NATURE WITH REGARD TO THE PHYSICAL CONDITION OF THE PROPERTY, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, AND WHETHER OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY EXPRESSED OR IMPLIED WARRANTIES AGAINST CONDITIONS NOT READILY APPARENT, ARE HEREBY WAIVED BY BUYER AND DISCLAIMED BY SELLER. Seller has not made and does not make any representations or warranties as to the physical condition, quality of construction of any improvements, timeliness of completion of any improvements, quality of materials to be incorporated into any improvements, expenses, operation, maintenance, profit, rents, loss or use to which the Property or any part thereof may be put, or any other matter or thing affecting or pertaining to the Property, and the Buyer herein expressly acknowledges and agrees at Closing to take the same "as is" as of the Closing Date.

4. Closing and Closing Agent.

- a. Except for title defects that may have been caused by Seller, which Seller shall remove, Seller shall have no obligation to cure any Title or Survey Defects.
- b. Buyer shall select the closing agent, and agent to issue the Owner's Title Insurance Policy. Buyer shall be responsible for all costs associated with the closing of the transaction contemplated in the Contract, provided that Seller shall only be responsible for payment of Seller's attorneys' fees and broker's commission, if any. Seller shall not be responsible for payment of any costs related to the owner's or lender's title insurance policies, if any.
- Assignment. Notwithstanding anything to the contrary contained in the Contract, Buyer may assign all (but not less than all) of its rights under this Contract to any entity controlled by one or any combination of Brian J. Powers, Kevin P. Powers, David R. Powers, Mary Beth Batchelor, and/or Colette M. Powers as Trustee under the Timer E. Powers Revocable Trust under Trust Agreement dated September 13, 1991, directly or indirectly, through one or more intermediaries (the term "control" for purposes of this definition meaning the ability, whether by ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to select the managing or general partner of a partnership, or otherwise to select, or have the power to remove and then select, a majority of those persons or entities exercising governing authority over an entity)

5. <u>Counterparts: Facsimile Copies.</u> This Contract may be executed in counterparts which will be construed together as one instrument. It shall not be necessary when making proof of this Contract to produce counterparts with original signatures, it being agreed that photocopies of signatures or signatures received by facsimile transmission shall have the same effect as original signatures.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Commercial Contract as of the day and year first above written.

Y,

Attachment OPC-3

FLORIDA PUBLIC UTILITIES COMPANY - INDIANTOWN DIVISION CALCULATION OF ACQUISITION PREMIUM REVENUE REQUIREMENTS AND COMPARISON TO OPERATING SAVINGS

Exhibit___(CM-4) - revised

Page 1 of 2

				2010			2011	2012		2013		2014		2015	2016	2017			
	\$	745,800	Average Premium	\$	735,442	\$	700,223	\$	650,503	\$	600,783	\$	551,063	\$	501,343	\$	451,623	\$	401,903
	Š	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Non-Deductible	\$	_	\$	_	\$		\$	_	\$		\$	_	\$		\$	
	\$		Deductible	\$	725,083		675,363	\$	625,643	-	575,923		526,203	-		\$		\$	377,043
	Cost Rate	Ratio	Weighted Cost	ð	723,063	7	6/3,363	Þ	023,643	7	373,923	,	320,203	÷	470,463	J	420,703	ð	377,043
Equity	11.50%	55.65%		ė	19,612	4	44,814	ė	41,632	ė	38,450	•	35,268	ć	32,086	¢	28,904	ė	25,722
LT Debt	6.91%	25.87%			5,485		12,534	Ś	11,644		10,754		9,864		8,974			\$	7,194
LT Debt - Refinance	6.33%	3.15%			613		1,400	-	1,301		1,202		1,102			\$	903		804
ST Debt	1.24%	5.72%			215		490	Ś	455		421		386		351	-		Ś	281
Cust Deposits	6.57%	3.36%			674	Š	1,540	Ś	1,431		1,322		1,212		1,103	Ś	994	Ś	884
Deferred Inc Tax	0.00%	6.25%				\$		<u>\$</u>		\$		\$		\$		\$	-	\$	
Subtotal		100.00%	8.68%	\$	26,599	\$	60,779	\$	56,464	\$	52,148	\$	47,832	\$	43,517	\$	39,201	\$	34,885
Income Taxes	3	38.575%	4.02%	\$	12,319	\$	28,149	\$	26,150	\$	24,151	\$	22,153	\$	20,154	\$	18,155	\$	16,157
Pre-tax Return on Cap	ital		12.70%	\$	38,918	\$	88,928	\$	82,614	\$	76,299	\$	69,985	\$	63,671	\$	57,356	\$	51,042
Amortization Expense	(tax deductible)			\$	20,717	\$	49,720	\$	49,720	\$	49,720	\$	49,720	\$	49,720	\$	49,720	\$	49,720
Amortization Expense	(not tax deductib	ole)		\$	-	\$	-	\$	_	\$	-	\$	-	\$	-	\$	-	\$	•
Tax Gross-up				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	•
Revenue Requirement	t (Premium)		;	\$	59,635	\$	138,648	\$	132,334	\$	126,019	\$	119,705	\$	113,391	\$	107,076	\$	100,762
Total O&M Savings					\$78,247		\$187,792		\$187,792		\$187,792		\$187,792		\$187,792		\$187,792		\$187,792
Less: Increase in Inco	me Tax Rate (18.9	900%)			(\$14,789)		(\$35,493)		(\$35,493)		(\$35,493)		(\$35,493)		(\$35,493)		(\$35,493)		(\$35,493)
Net O&M Savings	18PL	0.00%	·		\$63,458		\$152,299		\$152,299		\$152,299		\$152,299		\$152,299		\$152,2 99		\$152,299
Cost of Capital Savings	.	0,00%			\$923		\$2,215		\$2,215		\$2,215		\$2,215		\$2,215		\$2,215		\$2,215
Total Net Savings					\$64,381		\$154,514		\$154,514		\$154,514		\$154,514		\$154,514		\$154,514		\$154,514
Net Annual Savings			;		\$4,746		\$15,866	_	\$22 <u>,</u> 181		\$28,495		\$34,809		\$41,124		\$47,438		\$53,752
Cumulative Savings					\$4,746		\$20,612		\$42,793		\$71,288		\$106,097		\$147,221		\$194,659		\$248,411

Compounded Federal & State Income Tax Rate (35% and 5.5%, respectively)
Compounded Federal & State Income Tax Rate (15% and 5.5%, respectively)
Difference in Total Income Tax Rates

38.575% 19.675% 18.900%

Attachment OPC-3

FLORIDA PUBLIC UTILITIES COMPANY - INDIANTOWN DIVISION
CALCULATION OF ACQUISITION PREMIUM
REVENUE REQUIREMENTS AND COMPARISON
TO OPERATING SAVINGS

Exhibit___(CM-4) - revised

Page 2 of 2

			_		2018		2019		2020		2021		2022		2022		2023		2024	
	3	\$ 745,800	Average Premium	\$	352,183	\$	302,463	\$	252,743	\$	203,023	\$	153,303	\$	103,583	\$	53,863	\$	14,502	
	,	s patentii	Non-Deductible	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
	•	\$ 745,800	Deductible	\$	327,323	\$	277,603	\$	227,883	\$	178,163	\$	128,443	\$	78,723	\$	29,003	\$	-	
	Cost Rate	Ratio	Weighted Cost																	
Equity	11.50%	55.65%	6.40%	\$	22,540	\$	19,358	\$	16,176	\$	12,993	\$	9,811	\$	6,629	\$	3,447	\$	541	
LT Debt	6.91%	25.87%	1.79%	\$	6,304	\$	5,414	\$	4,524	\$	3,634	\$	2,744	\$	1,854	\$	964	\$	151	
LT Debt - Refinance	6.33%	3.15%	0.20%	\$	704	\$	605	\$	505	\$	406	\$	307	\$	207	\$	108	\$	17	
ST Debt	1.24%	5.72%	0.07%	\$	247	\$	212	\$	177	\$	142	\$	107	\$	73	\$	38	\$	6	
Cust Deposits	6.57%	3.36%	0.22%	\$	775	\$	665	\$	556	\$	447	\$	337	\$	228	\$	118	\$	19	
Deferred Inc Tax	0.00%	6.25%	0.00%	\$		\$	-	\$	-	\$		\$		\$		\$	-	\$	-	
	_		-																	
Subtotal		100.00%	8.68%	\$	30,56 9	\$	26,254	\$	21,938	\$	17,622	\$	13,307	\$	8,991	\$	4,675	\$	734	
Income Taxes		38.575%	4.02%	\$	14,158	\$	12,159	\$	10,160	\$	8,162	\$	6,163	\$	4,164	\$	2,165	\$	340	
Pre-tax Return on Cap	ital		12.70%	Ś	44,727	Ś	38,413	Ś	32,098	Ś	25,784	Ś	19,470	Ś	13,155	Ś	6,840	Ś	1,074	
				•		•	,	•	,	•	,	•	,	•	,	•	-,	•		
Amortization Expense	(tax deductible	•)		\$	49,720	Ś	49,720	Ś	49,720	\$	49,720	Ś	49,720	\$	49,720	Ś	49,720	\$	29,003	
Amortization Expense	•			Ś		Ś	-	\$	· -	\$	-	\$, , , , , , , , , , , , , , , , , , ,	\$	-	Ś	<i>'</i> -	Ś		
Tax Gross-up		·		\$	-	Ś	-	Ś	-	Ś	-	Ś	-	Ś	-	\$	-	Ś	-	
•										•										
Revenue Requirement	t (Premium)			\$	94,447	\$	88,133	\$	81,818	\$	75,504	\$	69,190	\$	62,875	\$	56,560	\$	30,077	
Total O&M Savings					\$187,792		\$187,792		\$187,792		\$187,792		\$187,792		\$187,792		\$187,792		\$109,545	\$2,816,880
Less: Increase in Inco	me Tay Pate (19	3 900%)			(\$35,493)		(\$35,493)		(\$35,493)		(\$35,493)		(\$35,493)		(\$35,493)		(\$35,493)		(\$20,704)	(\$532,390)
Net O&M Savings	iiie iax nate (10	0.009			\$152,299	_	\$152,299		\$152,299	_	\$152,299	_	\$152,299		\$152,299		\$152,299		\$88,841	\$2,284,490
Cost of Capital Savings		0.00%			\$2,215		\$2,215		\$2,215		\$2,215		\$2,215		\$2,215		\$2,215		\$1,292	\$33,225
Total Net Savings	•	0.00		—	\$154,514		\$154,514		\$154,514		\$154,514		\$154,514		\$154,514		\$154,514		\$90,133	\$2,317,715
TOTAL INST SEATINGS			•	—	3134,314		\$134,314		\$134,314	_	\$134,314	_	3134,314		3134,514		2134,314		390,133	32,317,713
Net Annual Savings			:	_	\$60,067		\$66,382		\$72,696		\$79,010		\$85,325		\$91,639		\$97,954		\$60,056	
Cumulative Savings			• 1	-	\$308,478		\$374,860		\$447,556		\$526,566		\$611,890		\$703,530		\$801,484		\$861,540	
_			:	=						===										

Compounded Federal & State Income Tax Rate (35% and 5.5%, respectively)
Compounded Federal & State Income Tax Rate (15% and 5.5%, respectively)
Difference in Total Income Tax Rates