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November 20, 2000

FEDERAL EXPRESS

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED-FPSC
NOV 21 PM 2:00
RECORDS AND REPORTING

Re: *Docket No. 00973-SU: Transfer Application for
The Village Lakeland Sewer Franchise Filed by ABCA, Inc.*

Dear Sirs:

This office represents ABCA, Inc. in connection with the above-referenced docket.

I enclose six copies of a Third Addendum to Contract for Sale and Purchase, which reflects, among other things, that the above-referenced sewer franchise will be sold to West Lakeland Utilities, Inc. The enclosed addendum is a supplement to the Application for Sale Assignment or Transfer of Certificate of Facilities that ABCA, Inc. filed on July 28, 2000.

Please return a date-stamped copy of the addendum to me in the enclosed self addressed stamped envelope.

Thank you for your attention to this matter and for your continued consideration.

Very truly yours,

Matthew W. Cheney
Matthew W. Cheney

MWC/rmw

cc: David S. Musgrave, Esquire
Ms. Pamela Corman McCarthy (via First Union Pouch w/enclosure)
D. Brian Kuehner, P.A. (w/enclosure)

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FPSC-BUREAU OF RECORDS

Balt1:314828:1:11/20/00
17907-726

DOCUMENT NUMBER - DATE
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FPSC-RECORDS/REPORTING

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THIRD ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

This Third Addendum to Contract for Sale and Purchase (this "Third Addendum") is dated this ____ day of October, 2000, and is by and between ABCA, Inc., as Seller, and DGB Properties, Inc. and West Lakeland Utilities, Inc., collectively as Buyer.

Recitals

1. The Seller and DGB Properties, Inc. are parties to a Contract for Sale and Purchase effective as of April 4, 2000, amended by an Addendum to Contract for Sale and Purchase of the same date and a Second Addendum to Contract for Sale and Purchase dated May 22, 2000 (collectively, the "Contract").
2. The Contract provides for, among other things, the sale to DGB Properties, Inc. of a wastewater treatment facility located in Polk County, Florida known as Village Lakeland Wastewater Treatment Facility (the "Treatment Plant").
3. Certain real property will be sold in connection with the sale of the Treatment Plant.
4. Closing on the sale of the Treatment Plant is contingent upon the approval of the Florida Public Service Commission (the "PSC") and the Florida Department of Environmental Protection.
5. On July 28, 2000, ABCA, Inc. and DGB Properties, Inc. filed with the PSC an application seeking approval of the sale of the Treatment Plant (the "Application") to West Lakeland Utilities, Inc.
6. The PSC has requested that the Contract be amended to reflect West Lakeland Utilities, Inc. as the purchaser of the Treatment Plant.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer agree as follows:

1. The Contract is amended to delete the Paragraph titled "PARTIES" in its entirety and replace it with the following:

PARTIES: ABCA, Inc., 1970 Chain Bridge Road, Seventh Floor, McLean, Virginia 22102, attention: Pamela C. McCarthy, Assistant Vice President ("Seller"), and DGB Properties, Inc. and West Lakeland Utilities, Inc. or their respective assigns, 3900 S. Florida Avenue, Suite 300, Lakeland, Florida 33813 (collectively, the "Buyer") do hereby agree that (a) Seller shall sell and DGB Properties, Inc. shall buy Parcels III, IV, V, VI, VII and VIII of the following described Real Property and (b) Seller shall sell and West Lakeland Utilities, Inc. shall buy Parcel II of the

following described Real Property and Personal Property (collectively, the "Property") upon the following terms and conditions, which include Standards for Real Estate Transactions ("Standards") on the reverse side hereof and riders and addenda to this Contract for Sale and Purchase ("Contract").

2. Except as amended hereby, the Contract is in all other respects ratified and confirmed and remains in full force and effect.

3. The Seller and the Buyer reaffirm all of the representations and warranties set forth in the Contract and agree to abide by each and every covenant set forth therein. West Lakeland Utilities, Inc. expressly agrees to be bound by all of the representations and warranties set forth in the Contract.

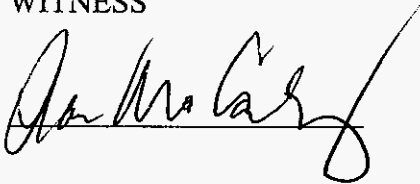
4. Nothing contained herein shall be construed as a substitution or novation of the original obligations contained in the Contract, each and all of which shall remain in full force and effect except as modified hereby or by any documents executed in connection herewith.

5. This Third Addendum and the Contract represent the entire agreement of the parties with respect to the sale of the Property by the Seller to the Buyer; all prior oral and written communications are merged herein.

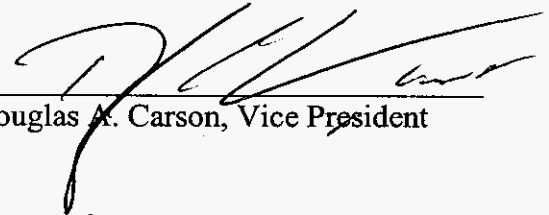
6. Each and every one of the terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, personal representatives and assigns.

WITNESS, the signatures and seals of the Seller and the Buyer as of the day and year first above written.

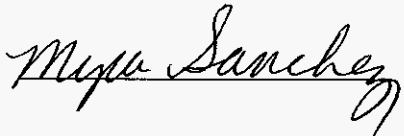
WITNESS

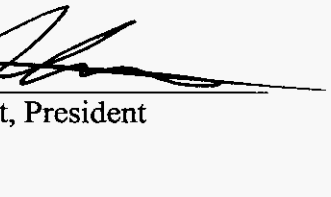


ABCA, Inc.

By: 
Douglas A. Carson, Vice President

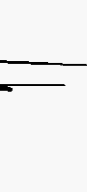
DGB Properties, Inc.



By: 
R. Dennis Corbett, President

West Lakeland Utilities, Inc.



By: 
R. Dennis Corbett, President