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(LICENSED IN TEXAS ONLY)

July 23, 2003

RECEIVED - FPSC
JUL 23 PM 2:58
COMMISSION
CLERK

Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 030572-WS
Park Manor Waterworks, Inc./Orange County

To whom it may concern:

Please be advised that the parties have agreed to amend the Asset Purchase & Sale Agreement filed in the above docket. Since we do not yet have a copy of the amendment as executed, I enclose herewith an unexecuted copy.

Under Paragraph #5 of the amendment, the closing date has been extended to be held on or before August 31, 2003, with the further requirement that PSC approval be obtained prior to closing. We have been advised today by the Office of the County Attorney that the County will require PSC approval before a final closing date may even be established.

Accordingly, we respectfully request that the PSC expedite processing the pending application so that an order reflecting PSC approval of the transfer is issued as soon as possible.

Please note further that our client, Park Manor Waterworks, Inc., has advised us to provide assurance to the PSC that in the event the sale does close on or before August 31, 2003, it will pay all regulatory assessment fees accrued through the actual closing date, within sixty (60) days of issuance of the PSC order approving the transfer. Please provide any required return form for such payment, to my attention, as soon as possible.

If Staff has any questions or concerns on the foregoing, please let me know.

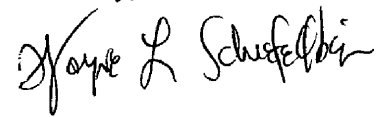
Thank you very much.

US _____
CAF _____
CMP _____
COM _____
CTR _____
ECR _____
ECL _____
SPC _____
VMS _____
SEC _____
OTH _____

RECEIVED & FILED
16
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER: 0411
06599 JUL 23 8
FPSC-COMMISSION CLERK

Sincerely,

A handwritten signature in cursive script that reads "Wayne L. Schiefelbein".

Wayne L. Schiefelbein
Of Counsel

Copies (w/e): Jennifer Brubaker, Esq., Office of General Counsel
Cheryl Johnson, Div. of Economic Regulation
Kathleen Kaproth, Div. of Economic Regulation

ORIGINAL

FIRST AMENDMENT TO ORANGE COUNTY/PARK MANOR WATERWORKS, INC. WATER & WASTEWATER SYSTEMS ASSET PURCHASE & SALE AGREEMENT

THIS FIRST AMENDMENT (the "Amendment") TO ORANGE COUNTY PARK/MANOR WATERWORKS, INC. WATER & WASTE WATER SYSTEMS ASSET PURCHASE & SALE AGREEMENT is made and entered into this _____ day of _____, 2003, by and between **ORANGE COUNTY, FLORIDA**, a political subdivision and charter county of the State of Florida, (hereinafter referred to as the "County") and **PARK MANOR WATERWORKS, INC.**, a Florida corporation, (hereinafter called "Seller") and is based upon the following premises:

WHEREAS, the parties entered into the Orange County/Park Manor Waterworks, Inc. Water & Wastewater Systems Asset Purchase & Sale Agreement (hereinafter called the "Prior Agreement") on October 9, 2001, providing that the COUNTY would purchase and the SELLER would sell certain assets owned by the SELLER constituting the Park Manor subdivision water and wastewater treatment facilities; and

WHEREAS, the COUNTY and SELLER desire to modify the Prior Agreement in certain regards; and

WHEREAS, the COUNTY and SELLER agree that the well site located on Innsbruck Drive in the Park Manor subdivision will be deleted as one of the assets acquired by the COUNTY from the SELLER; and

WHEREAS, in recognition of the fact that the Innsbruck Drive well site will not be acquired by the COUNTY, COUNTY and SELLER agree to reduce the purchase price set forth in the Prior Agreement; and

WHEREAS, because of certain contingencies specifically called for in the Prior Agreement, the original closing date has been extended on several occasions, and the COUNTY and SELLER prefer to establish a new closing date as set forth in this Amendment.

NOW, THEREFORE, it be agreed by and between the COUNTY and the SELLER as follows:

1. **Premises Incorporated.** Each and all the foregoing premises set forth in this Amendment are incorporated herein and constitute a part of this agreement.
2. **Specific Changes to The Prior Agreement.** Except as specifically set forth in this Amendment, the Prior Agreement shall govern the closing of this transaction

wherein the COUNTY purchases and the SELLER sells the Utility Systems owned and operated by Park Manor Waterworks, Inc.

3. **Deletion of Well Site.** Section 3.8 of the Prior Agreement listing excluded assets is amended to add the following:

g. the well, real estate and appurtenant facilities located at the well site on Innsbruck Drive.
4. **Consideration Reduced:** Section 4 of the Prior Agreement references a purchase price of \$3,350,000 which is hereby amended to reference a purchase price of \$3,150,000.
5. **Closing Date:** Section 13 of the Prior Agreement closing date reference is hereby extended to August 31, 2003, however, closing is contingent on Public Service Commission approval which is currently pending.
6. **Adjustments and Proration Closing Costs.** Since the Closing Date will be sometime in 2003, any reference to prorations for property taxes, assessments or other issues shall use as the measure the tax year in which the closing occurs, notwithstanding language to the contrary in the Prior Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Richard T. Crotty
County Chairman

DATE: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Signed, sealed and delivered
in the presence of:

PARK MANOR WATERWORKS, INC.

Attest: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

DATE: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, as _____ and attested to by _____ as _____ of PARK MANOR WATERWORKS, INC., who are personally known to me or produced _____ as identification.

Signature of Notary Public

(Print Notary Name)
My Commission Expires:

Commission No.: _____

AFFIX NOTARY STAMP