

Black Bear Waterworks, Inc.

February 8, 2016

Office of Commission Clerk
Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

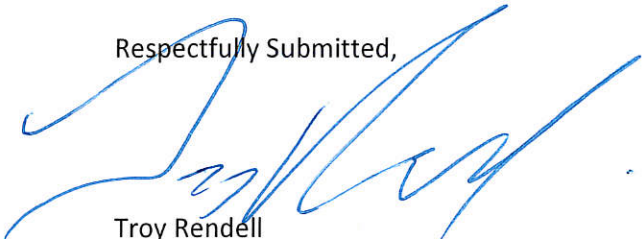
*Re: Docket No. 150166-WU - Application of Black Bear Waterworks, Inc. for Approval of
Transfer of Black Bear Reserve Water Corporation's Water System in Lake County*

Dear Commission Clerk,

Black Bear Waterworks, Inc. hereby submits the attached signed Second Amendment to the Asset Purchase Agreement previously filed in the above referenced docket.

The signed Amendment states that the final purchase price will equal the Commission approved net book value as determined in the above referenced docket.

Respectfully Submitted,



Troy Rendell
Manager of Regulated Utilities
//For Black Bear Waterworks, Inc.

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

Second Amendment to Asset Purchase Agreement (APA) dated May 19, 2015 between Black Bear Reserve Water Company (Seller) and Black Bear Waterworks, Inc. (Buyer)

THIS SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (“Amendment”), dated as of the 4th day of February 2016, by and between **Black Bear Reserve Water Company** with an address of 24511 CR 44A, Eustis, FL 32736 (“Seller”), and **Black Bear Waterworks, Inc.**, a Florida corporation with an address of 4939 Cross Bayou Blvd., New Port Richey, FL 34652 (“Buyer”), with reference to the following RECITALS:

WHEREAS, Black Bear Reserve Water Company (Seller) and Black Bear Waterworks, Inc. (Buyer) mutually entered into an Asset Purchase Agreement (APA) on May 19, 2015;

WHEREAS, the APA provides for the purchase and transfer of the System Assets from the Buyer to the Seller;

WHEREAS, the APA defines the Purchase Price for the System Assets in Paragraph 1.3 Consideration;

WHEREAS, an Amendment was mutually entered into on February 1, 2016 clarifying the language of Paragraph 1.3 Consideration;

WHEREAS, the Buyer previously paid a total price of One Hundred Fifty Five Thousand Forty-nine (\$155,449.00) to Seller at Closing;

WHEREAS, Paragraph 1.3 Consideration further stated that *This price is based on a Rate Base being established by the FPSC at \$124,359 plus the Buyer paying a Rate Base Multiplier of 1.25 times the Rate Base amount for the portion of the assets attributable to the water service.*

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and Agreements herein contained and assumed, the Buyer and Seller hereby enter into this Second Amendment to the APA to set forth the corrected Final Purchase Price to be paid and agree as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. This Amendment will serve as a change to APA in Section 1.3 Consideration.
3. The following statements of Paragraph 1.3 Consideration shall be deleted in their entirety:
Final Purchase Price will be determined by any change in Rate Base as determined by the FPSC during the Approval of Transfer Application. Any Rate Base determination by the FPSC for the establishment of the purchase price shall not be adjusted for used and useful or working capital.
4. Buyer and Seller mutually agreed that 1.3 Consideration shall be amended and revised as set forth below:

Paragraph 1.3: Consideration shall be amended to read as follows:

The total purchase price ("Purchase Price") for the Assets will include a total price of **One Hundred Fifty Five Thousand Four Hundred Forty-nine Dollars (\$155,449.00)**. Final Purchase Price will be equal to the net book value as determined by the FPSC during the Approval of Transfer Application.

Acceptance of the Amendment and the items addressed are mutually agreed upon by both the Seller and Buyer, signified by the signatures below.

Agreement on the date first written.

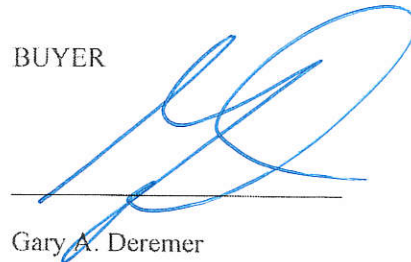
SELLER



Deborah Spicer

President, Black Bear Reserve Water Company

BUYER



Gary A. Deremer

President, Black Bear Waterworks, Inc.