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November 9, 2016

Carlotta Stauffer, Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Oak Springs, LLC: Docket No. 160075-WU
Joint Application for Authority to Transfer Assets and Certificate No. 623-W
In Orange and Lake Counties to Oak Springs MHC, LLC

Dear Ms. Stauffer,

As a follow up to my letter of yesterday in the above-referenced matter, I am hereby filing on behalf of the above-referenced applicants, the final response to Item #5 of staff's deficiency letter dated July 20, 2016.

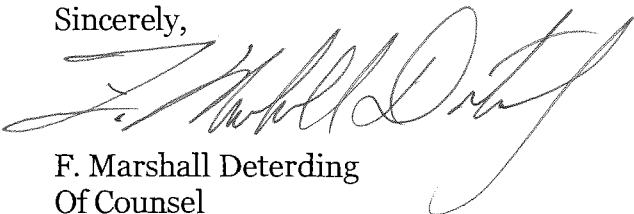
- 5. Contract for Sale.** Rule 25-30.037(2)(i), F.A.C., requires that the sale contract executed prior to Commission approval contain a provision stating that the contract is contingent upon Commission approval. Please provide a contract amendment that contains this provision.

Utility response:

Attached is a "First Addendum to Mobile Home Park Purchase and Sale Agreement" that provides that it was the intent of the parties that the sale was contingent on Commission approval, and agreeing to "unwind" the sale of the utility if such approval is not received.

If you or any members of the staff have any questions with regard to the above, please do not hesitate to contact me.

Sincerely,



F. Marshall Deterding
Of Counsel

FMD/brf

cc: Kyesha Mapp, Esq.
Melinda Watts
Maria Virga

#5 Contract for Sale

“First Addendum to Mobile Home Park Purchase and Sale Agreement”

**FIRST ADDENDUM TO MOBILE HOME PARK
PURCHASE AND SALE AGREEMENT**

THIS FIRST ADDENDUM TO MOBILE HOME PARK PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ^{9th}~~11~~ day of ~~October~~^{November}, 2016, by and between **Oak Springs, LLC**, a Florida limited liability company (hereafter "Seller"), and **PFC Park Holdings, LLC**, a Nevada limited liability company (hereafter "Buyer").

WHEREAS, Seller and Buyer entered into that certain Mobile Home Park Purchase and Sale Agreement executed by Buyer on March 5, 2015 and by Seller on March 9, 2015, which substantially covered the intentions of the parties with regard to the purchase of all of the Oak Springs Mobile Home Park assets, including the water and wastewater utility assets.

WHEREAS, the parties intended but failed to include a provision as required under Florida Public Service Commission Rule 25-30.037(2)(i) whereby "if a transfer occurs prior to Commission approval, the contract shall include a provision stating the contract is contingent upon Commission approval".

WHEREAS, the parties wish to amend the Mobile Home Park Purchase and Sale Agreement to include a provision which complies with the provisions of Rule 25-30.037(2)(i).

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein.
2. The Mobile Home Park Purchase and Sale Agreement is amended to include the following revision as new paragraph 39 to that Agreement which shall read as follows:

"39. Florida Public Service Commission Approval. Notwithstanding the other provisions of this Agreement, it is the intention of the parties that the transfer of the water and wastewater utility facilities undertaken as part of this contract shall be contingent upon Florida Public Service Commission approval, and that to the extent such approval is not granted, the parties agree to unwind the provisions of the contract relative to the transfer of the utility assets".

Should the parties be required to unwind the provisions of the contract

relative to the transfer of utility assets, Buyer will be required to transfer all such utility assets back to Seller, and Seller will be required to refund the portion of the purchase price related to those utility assets to the Buyer. That portion of the purchase price is \$110,000 which is the appropriate net book value of those utility assets at the time of closing.

3. Except as set forth herein, all other provisions of the Mobile Home Park Purchase and Sale Agreement shall remain in full force and effect.

4. This First Addendum to Mobile Home Park Purchase and Sale Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto caused this First Addendum to Mobile Home Park Purchase and Sale Agreement to be duly executed and entered into on the date first above written.

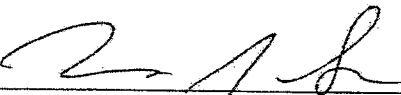
OAK SPRINGS, LLC, a Florida limited liability company

Date: 11/7/16

By: 
MICHAEL V. CAMPBELL
Manager

PFC PARK HOLDINGS, a Nevada limited liability company.

Date: 11/9/16

By: 
MARK SULLIVAN
CEO and Authorized Representative