

**FIRST AMENDMENT TO UTILITY
ASSET ACQUISITION AGREEMENT**

THIS FIRST AMENDMENT is made and entered into as of this 18th day of January, 2017, by and among City of New Port Richey, Florida, a municipal corporation (the "City" or "Buyer"), Advisor Enterprises, Inc., a corporation organized under the laws of the State of Florida with its principal place of business at 7552 Congress Street, Suite 3, New Port Richey, FL 34653-1106 ("Seller") and James C. Weeks and Rick Miller (each a "Shareholder" and together the "Shareholders")(collectively, the "Parties") to amend and supplement that certain Utility Asset Acquisition Agreement entered into by the Parties on November 15, 2016 (the "Agreement").

WITNESSETH:

WHEREAS, all capitalized terms used in this First Amendment shall have the defined meaning as set forth in the Agreement, unless otherwise defined herein; and

WHEREAS, if the Closing contemplated by the Agreement cannot occur on or before January 20, 2017, the Parties may waive the Closing Date deadline and establish an outside date for Closing; and

WHEREAS, the Parties desire to waive this deadline by this writing to allow for additional approvals necessary for Buyer's financing.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby waive the Closing Date deadline pursuant to section 4.06 of the Agreement and hereby establish an outside date of February 10, 2017 as the date by which the Closing must occur.

THE PARTIES FURTHER AGREE that in the event the terms of this First Amendment conflict with the terms of the Agreement, this First Amendment shall govern. All other terms and conditions of the Agreement remain in full force and effect, except as specifically modified by this First Amendment.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed and entered into on the date first above written.

City of New Port Richey

By: _____
Rob Marlowe, Mayor

Attest:

Judy Meyers, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS FOR THE SOLE
RELIANCE OF THE CITY:

By: _____
Nicole C. Nate, B.C.S.
Special Counsel to the City

James C. Weeks

Attest:

Rick Miller

Attest:

Advisor Enterprises, Inc.

By: James C. Weeks
Its: _____

Attest:

Advisor Enterprises, Inc.

Attest:

By: Rick Miller
Its: _____

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ASSET ACQUISITION AGREEMENT**

THIS FIRST AMENDMENT is made and entered into as of this 18th day of January, 2017, by and among City of New Port Richey, Florida, a municipal corporation (the "City" or "Buyer"), LWV Utilities, Inc., a corporation organized under the laws of the State of Florida with its principal place of business at 7552 Congress Street, Suite 3, New Port Richey, FL 34653-1106 ("Seller") and James C. Weeks and Rick Miller (each a "Shareholder" and together the "Shareholders")(collectively, the "Parties") to amend and supplement that certain Utility Asset Acquisition Agreement entered into by the Parties on November 15, 2016 (the "Agreement").

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WHEREAS, if the Closing contemplated by the Agreement cannot occur on or before January 20, 2017, the Parties may waive the Closing Date deadline and establish an outside date for Closing; and

WHEREAS, the Parties desire to waive this deadline by this writing to allow for additional approvals necessary for Buyer's financing.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby waive the Closing Date deadline pursuant to section 4.09 of the Agreement and hereby establish an outside date of February 10, 2017 as the date by which the Closing must occur.

THE PARTIES FURTHER AGREE that in the event the terms of this First Amendment conflict with the terms of the Agreement, this First Amendment shall govern. All other terms and conditions of the Agreement remain in full force and effect, except as specifically modified by this First Amendment.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed and entered into on the date first above written.

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Rob Marlowe, Mayor

Attest:

Judy Meyers, City Clerk

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By: _____
Nicole C. Nate, B.C.S.
Special Counsel to the City

James C. Weeks

Attest:

Rick Miller

Attest:

LWV Utilities, Inc.

By: James C. Weeks
Its: _____

Attest:

LWV Utilities, Inc.

Attest:

By: Rick Miller
Its: _____
