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June 11, 2026

VIA Electronic Filing to the Office of Commission Clerk

L. Connor Willis, Engineering Specialist
Florida Public Service Commission
Office of Commission Clerk
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: Docket No. 20260019-WS - In re: Application for transfer of facilities of Forest Utilities, Inc. and Wastewater Certificate No. 300-S to CSWR-Florida Utility Operating Company, LLC, in Lee County.

Dear Mr. Willis:

On behalf of CSWR-Florida Utility Operating Company, LLC ("CSWR-Florida"), the following are the company's responses to Staff's June 10, 2026 First Data Request:

1. **Closing Date.** Has closing occurred for the Purchase and Sale Agreement and associated amendments from Forest Utilities, Inc. by CSWR? If so, please provide the date of closing.

Response: No. A closing date has not yet been scheduled. CSWR and Forest Utilities, Inc. are currently awaiting the required regulatory approval from the Commission in the transfer docket, Docket No. 20260019-WS, and in the related Alternative Valuation docket, Docket No. 20260083-SU.

Upon receipt of the required regulatory approvals, CSWR and Forest Utilities, Inc. will proceed with scheduling the closing and completing closing in accordance with the terms of the Purchase and Sale Agreement, as amended.

Furthermore, please see the attachment labeled "Data Request 1 – Second Amendment to PSA," which includes a copy of the Second Amendment to the Purchase and Sale Agreement, executed on March 9, 2026. The Second Amendment

outlines the parties' tentative closing framework and closing upon receipt of the necessary regulatory approval.

2. **Closing Language.** Section 367.071(1), Florida Statutes (F.S.), states that a utility may not sell, assign, or transfer its certificate of authorization, facilities, or any portion thereof without prior determination and approval of the Public Service Commission.

Please identify and provide specific provisions in the Purchase and Sale Agreement & Amendment that condition closing and/or transfer of the certificate of authorization and utility facilities upon Commission approval in a manner that is consistent with Section 367.071(1), F.S. If no such provisions exist, please explain how the parties intend to comply with Section 367.071(1), F.S.

Response: Please see the Company's response to Data Request 1. The Second Amendment to the Purchase and Sale Agreement, executed March 9, 2026, includes specific provisions addressing the timing of closing in relation to Commission approval. Specifically, Section 4 of the Second Amendment amends Section 4.01(a) of the Purchase and Sale Agreement to address the timing of closing following Commission approval.

Both the Company and Forest Utilities understand Commission approval of the proposed acquisition is an essential condition precedent to closing. Consistent with Section 367.071(1), F.S., CSWR and Forest Utilities, Inc. do not intend to close on the transaction or transfer Wastewater Certificate No. 300-S or the utility facilities until the Commission has issued the required regulatory approvals in Docket No. 20260019-WS and 20260083-SU.

Thank you for the opportunity to provide additional information in support of the application. Please feel free to contact our office at your convenience with any additional questions or concerns.

Sincerely,
/s/ Thomas A. Crabb
Thomas A. Crabb
Attorney for CSWR-Florida

cc: Aaron Silas
discovery-gcl@psc.state.fl.us

Data Request 1 – Second Amendment to PSA

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Second Amendment") is made as of the 9th day of March, 2026 by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns ("*Buyer*"), and FOREST UTILITIES, INC., a Florida corporation qualified and registered to transact business in the State of Florida ("*Seller*"), collectively ("*Parties*").

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Purchase and Sale Agreement with an effective date of October 15, 2023, as amended (the "Agreement") for the purchase and sale of certain real property located in Lee County, Florida, as more particularly described in the Agreement; and

WHEREAS, said Purchase and Sale Agreement is hereby reinstated and remains in full force and effect; and

WHEREAS, Buyer and Seller wish to amend the terms and conditions of the Agreement in accordance with the terms set forth herein.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), the exchange of mutual promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Recitals; Definitions. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.
2. Section 1.03 Earnest Money and Section 2.05 Other Termination Rights are hereby amended to provide that Buyer shall make an additional Earnest Money Deposit ("Additional Earnest Money Deposit") in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00), which Additional Earnest Money Deposit is non-refundable for any reason other than a Seller Default, fully earned by Seller and shall be immediately released to Seller upon the full execution of this Amendment.
3. The Parties recognize that Buyer has submitted to the Public Services Commission ("PSC") for approval. Buyer agrees to promptly respond to all requests for additional information or other requirements imposed by the PSC and shall continue to keep Seller apprised of its efforts on at least a monthly basis with copies of all submittals and responses and summary updates.
4. Section 4.01(a) Closing is hereby amended to provide the Closing shall be the earlier of (i) December 30, 2026 or (ii) thirty (30) days following the approval by the PSC in a form satisfactory to Buyer as set for in more detail in Section 2.05(a). However, notwithstanding the above, if Closing appears that it will take place in November or December of 2026, Seller shall have the option to extend Closing until a date no later than February 15, 2027.
5. Miscellaneous. Except as modified hereby, the terms and conditions of the Agreement shall remain in full force and affect. This Second Amendment may be executed in

counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Second Amendment and facsimile and electronic transmissions and signatures shall be deemed originals.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

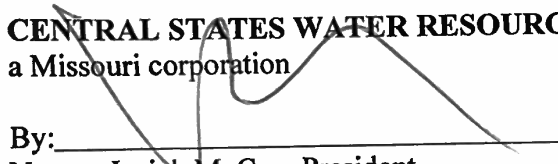
SELLER:

FOREST UTILITIES, INC., a Florida corporation

By: 
Name: Doris Swor, President

BUYER:

CENTRAL STATES WATER RESOURCES, INC.,
a Missouri corporation

By: 
Name: Josiah M. Cox, President