

FIRST AMENDMENT TO SEWER AND WATER SERVICE FEE AGREEMENT

This First Amendment to Sewer and Water Service Fee Agreement ("First Amendment") is entered into on the date set forth by the respective signatures below by and between Raintree Plantation, Inc. ("Raintree") and the Jefferson County Public Sewer District ("Sewer District").

WHEREAS, Raintree and Sewer District entered into a Sewer and Water Service Fee Agreement dated July 13, 2006; and

WHEREAS, it is the desire of the parties to enter into this First Amendment upon the terms and conditions set forth herein in order to comply with the Report and Order of the Missouri Public Service Commission entered in the matter of the application of Central Jefferson County Utilities, Inc., Case number SO-2007-0071, et al., issued February 8, 2007 with an effective date of February 28, 2007, in relation to the claim of Mr. John Kolisch; and

WHEREAS, the parties to this First Amendment desire that the transfer of assets from Raintree to the Sewer District occur, and resolution of the claim of Mr. John Kolisch is a condition precedent to such transfer as set forth in the Report and Order of the Missouri Public Service Commission;

NOW, THEREFORE, in consideration of satisfying the conditions regarding Mr. John Kolisch set forth in the Report and Order of the Missouri Public Service Commission above referenced, the parties agree as follows:

1. Water Connections: Sewer District agrees that it will not allow the owners of Lot numbers 126 through 137 of Section 5 of Raintree Plantation Subdivision, a total of 12 lots, to obtain water service and connect to the water system until the owners of such lots have presented to Sewer District a receipt or acknowledgment from Mr. John Kolisch, or his heirs, successors or assigns, that they have paid to Mr. Kolisch, or his heirs, successors or assigns, the sum of \$799.83 for each connection of water service to each of said lots.

2. Sewer Connections: Sewer District agrees that it will not allow the owners of Lot numbers 129 through 134 of Section 5 and Lot numbers 46, 47 and 49 of Section 1 of Raintree Plantation Subdivision, a total of 9 lots, to obtain sewer service and connect to the sewer system until the owners of such lots have presented to Sewer District a receipt or acknowledgment from Mr. John Kolisch, or his heirs, successors or assigns, that they have paid to Mr. Kolisch, or his heirs, successors or assigns, the sum of \$2,783.11 for each connection of sewer service to each of said lots.

3. Waiver of Fee: Raintree does hereby waive payment of the "Fee" as defined in the Sewer and Water Service Fee Agreement for Sewer District to provide water and/or sewer service to any of the lots referenced in paragraphs 1 and 2 of this First Amendment. No payment of the fee as provided in paragraph 3 of the Sewer and Water Service Fee Agreement shall be paid to Raintree for any of the lots referenced in paragraphs 1 and 2 of this First Amendment.

4. Sewer District Fees: This Agreement shall not require or prohibit Sewer District from levying such charges or connection fees in addition to those fees to be paid to Mr. Kolisch pursuant to paragraphs 1 and 2 of this First Amendment which Sewer District may determine are necessary and required.

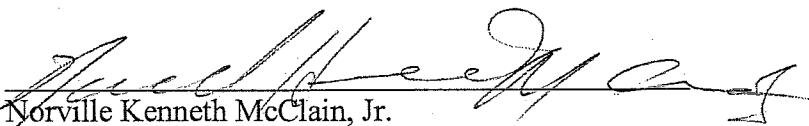
5. AquaSource Enforcement: Raintree agrees that Environmental Management Corporation is a third-party beneficiary of paragraphs 1 and 2 of the Sewer and Water Service Fee Agreement. Environmental Management Corporation has the right to enforce Raintree's performance of paragraphs 1 and 2 of the Sewer and Water Service Fee Agreement.

6. Affirmation of Agreement: Except as set forth in this First Amendment, all of the terms, provisions and requirements of the Sewer and Water Service Fee Agreement shall remain in full force and effect.

7. Authority to Execute: The undersigned signatories to this First Amendment hereby represent and warrant that they have been duly authorized and directed by Raintree or Sewer District to execute this First Amendment on behalf of Raintree or Sewer District.

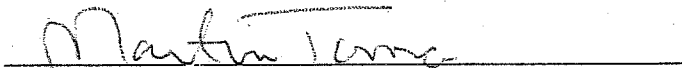
IN WITNESS WHEREOF, the parties have executed this First Amendment and cause the same to be duly delivered on their behalf on the day and year set forth beside their respective signatures.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**



Norville Kenneth McClain, Jr.
President
Raintree Plantation, Inc.

5/2/07
Date



Martin Toma
Chairman
Jefferson County Public Sewer District

5/2/07
Date