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May 21, 2020

Ms. Kimberley A. Campbell
North Carolina Utilities Commission
430 N. Salisbury Street
Raleigh, NC 27603

RE: FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT
In the Matter of: Old North Water Company, LLC and ONSWC – Chatham North, LLC
Docket Nos. W-1320, Sub 0 and W-1300, Sub 55

Dear Ms. Campbell:

On behalf of ONSWC – Chatham North, LLC and Old North State Water Company, LLC, we herewith submit the attached **First Amendment to Asset Purchase Agreement** between Briar Chapel Utilities, LLC, NNP-Briar Chapel, LLC, and Old North State Water Company, LLC in the above-referenced dockets.

If you have any questions or comments regarding this filing, please do not hesitate to call me. Thank you in advance for your assistance.

Sincerely,

/s/ Karen M. Kemerait

Karen M. Kemerait

skb

Enclosure

cc: All Parties of Record

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

by

BRIAR CHAPEL UTILITIES, LLC,

NNP-BRIAR CHAPEL, LLC

OLD NORTH STATE WATER COMPANY, LLC.

and

ENVIROLINK, INC.

for the Purchase, Installation, Conveyance, and Operation of the

WASTEWATER UTILITY SYSTEM

providing wastewater utility service to

BRIAR CHAPEL DEVELOPMENT

AND THE EXTENDED SERVICE AREA

Chatham County, North Carolina

December 30, 2014

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT ("Amendment") is made this the _____ day of December, 2014, by and between Briar Chapel Utilities, LLC, a Delaware Limited Liability Company authorized to do business in North Carolina, (hereinafter referred to as "Seller"), NNP-Briar Chapel, LLC, a Delaware Limited Liability Company authorized to do business in North Carolina (hereinafter referred to as "Developer"), Old North State Water Company, LLC, a North Carolina limited liability company (hereinafter referred to as "Buyer"), and Envirolink, Inc., a North Carolina corporation (hereinafter referred to as "Envirolink") (individually Seller, Developer, Buyer, and Envirolink may be referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Seller, Developer, and Buyer have entered into an Asset Purchase Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter referred to as "APA"); and

WHEREAS, Seller, Developer, and Buyer now desire to amend Section 3.1(a)(viii), Section 3.10; Section 4.7, and Section 9.16 of the APA; and

WHEREAS, Envirolink desires to join in this Amendment to evidence its agreement to the modifications set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto agree as follows:

I. Amendment to Section 3.1(a)(viii). Section 3.1(a)(viii) of the APA is amended as follows:

3.1. Conveyance of Existing Utility System Assets.

(a) Purchase of Assets. Seller agrees to sell and Buyer agrees to purchase on or before the Initial Closing Date (as hereinafter defined), for the consideration hereinafter set forth in Section 3.2, all the Wastewater Utility System Assets of Seller as set forth on Schedule 1 attached hereto and made a part of this Agreement. Schedule 1 also states the number of active customer connections on the Wastewater Utility System on the date Schedule 1 is prepared. The purchase by Buyer of the Wastewater Utility System shall include but not be limited to:

(viii) All contract rights of Seller for non-developer contracts which relate to the Wastewater Utility System and are necessary for the continuing maintenance and operation of the Wastewater Utility System that are assigned to and assumed by Buyer. However, the Parties agree that the Agreement for Operations, Maintenance and Management Services dated August 1, 2008,

the Billing and Collection Services Agreement dated September 28, 2010, both as amended by Amendment to Agreement for Operations, Maintenance and Management Services and to Billing and Collection Services Agreement dated August 1, 2013, that are attached hereto as Exhibit "B" and incorporated herein by reference, shall not be assigned to and assumed by Buyer and shall be terminated on the Initial Closing Date. All other such non-developer contracts that will be assigned to and assumed by Buyer are attached hereto as Exhibit "C" and incorporated herein by reference.

II. Amendment to Section 3.10. Section 3.10 of the APA is amended as follows:

3.10. Initial Closing Date. Upon receipt of the last item described in Section 3.6 and upon approval by the Commission of the transfer of the Certificate from Seller to Buyer, the Parties shall mutually agree upon a date for the transfer of the Deeded Properties, the WWTP, the Effluent Storage Pond, the Upset Storage Pond, the Reuse Effluent Pumping Station, the Reuse Irrigation Facilities, the Reclaimed Irrigation Facilities, the initial phase of the Wastewater Collection System, and the initial phase of the Spray Irrigation Facilities, which Initial Closing Date shall not be later than April 1, 2015.

III. Amendment to Section 4.7. Section 4.7 of the APA is amended to add subsection (d) to Section 4.7 as follows:

(d) Any additional grinder pump stations shall be installed in accordance with plans and specifications approved by DWQ, Buyer, and Chatham County (if required) and engineered by Developer's engineer.

IV. Amendment to Section 9.16. Section 9.16 of the APA is amended as follows:

9.16. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be sent either (i) personally by hand delivery, (ii) by registered or certified United States first-class mail, postage prepaid, return receipt requested, or (iii) by nationally recognized overnight courier, to the address indicated below (or at such other address as such Party or permitted assignee shall have furnished to the other Parties hereto in writing). All such notices and other written communications shall be effective on the date of delivery.

If to DEVELOPER, such notice shall be addressed to:

NNP-Briar Chapel, LLC
16 Windy Knoll Circle
Chapel Hill, NC 27516
Attention: Keith Hurand
Telephone: 919-951-0716

With a copy to:
NNP-Briar-Chapel, LLC
9820 Town Center Drive, Suite 100
San Diego, CA 92121
Attention: Douglas L. Hageman

Telephone: (858) 875-8161

If to SELLER, such notice shall be addressed to:

Briar Chapel Utilities, LLC
13777 Ballantyne Corporate Place
Suite 550
Charlotte, NC 28277
Attention: Bill Mumford
Telephone: (704) 887-5946

If to BUYER, such notice shall be addressed to:

Old North State Water Company, LLC
1620 Chalk Road
Wake Forest, NC 27587
Telephone: 252-235-4900
Attention: Michael Myers

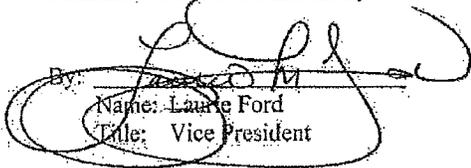
If to ENVIROLINK, such notice shall be addressed to:

Envirolink, Inc.
P.O. Box 670
Bailey, NC 27807
Telephone: 252-235-4900
Attention: Michael J. Myers

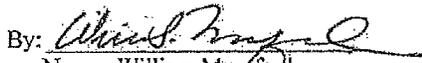
[Signature Page to Agreement]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed in their respective names, all by authority duly given, the day and year first above written.

BRIAR CHAPEL UTILITIES, LLC

By: 
Name: Laurie Ford
Title: Vice President

NNP-BRIAR CHAPEL, LLC

By: 
Name: William Mumford
Title: Vice President

**OLD NORTH STATE WATER COMPANY,
LLC**

By: 
Name: Michael J. Myers
Member

ENVIROLINK, INC.

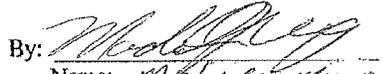
By: 
Name: Michael J. Myers
Title: President

Exhibit A

Exhibit B

Exhibit C