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**Partner**  
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Admitted in: North Carolina

March 12, 2024

Ms. Shonta Dunston

REDACTED

Chief Clerk  
North Carolina Utilities Commission  
430 N. Salisbury Street  
Raleigh, North Carolina

**Re: Application by Red Bird Utility Operating Company, LLC for Transfer of Public  
Utility Franchise in Meadowlands Subdivision in Davidson County, North Carolina  
and for Approval of Rates  
Docket No. W-1259, Sub 5  
Docket No. W-1328, Sub 6**

Ms. Dunston:

On behalf of Red Bird Utility Operating Company, LLC ("Red Bird" or the "Company"), I  
file the enclosed Supplemental Attachment G. Supplemental Attachment G reflects an  
Amendment to the Purchase and Sale Agreement, originally filed as Confidential Attachment G.

Please contact me if you or the Commission have any questions regarding this filing.

Best regards,

/s/ Mindy McGrath  
Mindy McGrath

Enclosure

c: Parties of Record w/ Encl.

**CERTIFICATE OF SERVICE****DOCKET NO. W-1259, SUB 5****DOCKET NO. W-1328, SUB 6**

I hereby certify that a copy of Supplemental Attachment G was served electronically or by depositing a copy of the same in the United States Mail, first class postage prepaid, at the addresses contained in the official service list in this proceeding.

This the 12th day of March 2024.

RED BIRD UTILITY OPERATING COMPANY, LLC

/s/ Mindy L. McGrath

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Molly M. Jagannathan (NC Bar No. 36931)

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**SECOND AMENDMENT TO  
AGREEMENT FOR SALE OF UTILITY SYSTEM**

This Second Amendment to Agreement for Sale of Utility System ("**Second Amendment**") is made and entered into this 28<sup>th</sup> day of February, 2024, by and between RED BIRD UTILITY OPERATING COMPANY, LLC, a North Carolina limited liability company ("**Buyer**"), and MEADOWLANDS DEVELOPMENT, LLC, a North Carolina limited liability company ("**Seller**"), collectively (the "**Parties**").

**RECITALS**

**WHEREAS**, Seller and Central States Water Resources, Inc., a Missouri corporation, entered into that certain Agreement for Sale of Utility System dated July 31, 2020, amended by First Amendment dated July 31, 2023, and which was assigned to Buyer, with respect to the sale and purchase of a certain sewer system in Davidson County, North Carolina (the "**Agreement**"); and

**NOW, THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. The first sentence of Section 4 shall be deleted and replaced with the following:

**4. PURCHASE PRICE.** [REDACTED] d  
[REDACTED].

2. Section 28 shall be deleted in its entirety and replaced with the following:

28. **TERMINATION.** Should this Agreement not be finalized in all of its conditions and terms by **July 15, 2024**, then either party shall have the right to terminate this Agreement without penalty by giving notice to the other party as described herein.

3. The remaining terms of the Agreement shall remain unchanged and shall remain in full force and effect except as provided herein. If any provision of this Second Amendment conflicts with the Agreement, the provisions of this Second Amendment shall control.

4. The undersigned hereby affirm that the actions taken and to be taken and the promises made pursuant to this Second Amendment are fully authorized by the respective entities and that the officer or agent executing this document is authorized to do so.

**IN WITNESS WHEREOF**, the Parties have duly executed this Second Amendment as of the day and year first above written either simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**SELLER:**

MEADOWLANDS DEVELOPMENT, LLC

By: HUBBARD REALTY OF WINSTON SALEM,

**BUYER:**

RED BIRD UTILITY OPERATING  
COMPANY, LLC

INC., Manager

By: Bruce R. Hubbard  
Bruce R. Hubbard, President

By: CENTRAL STATES WATER  
RESOURCES, INC., its manager

By: Josiah M. Cox  
Josiah M. Cox, President

By: C.J. Ramey  
C.J. RAMEY, Manager

By: THE SHERWOOD COMPANY,  
Manager

By: BRH, INC., Partner

By: Bruce R. Hubbard  
Bruce R. Hubbard, President