

ARTICLE 13
MISCELLANEOUS

Section 13.01. *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail (“**e-mail**”) transmission, so long as a receipt of such e-mail is requested and received) and shall be given,

if to Buyer, to:

Pacolet Milliken Enterprises, Inc.
105 Corporate Drive, Suite A
Spartanburg, SC 29303
Attention: William P. Crawford, Jr., General Counsel
E-mail: William.crawford@pacoletmilliken.com

with a copy to:

Wyche P.A.
44 East Camperdown Way
Greenville, SC 29601
Attention: Eric B. Amstutz
Facsimile No.: 864-298-3920
E-mail: eamstutz@wyche.com

if to Seller, to:

Ni America Capital Management LLC
c/o Metalmark Capital LLC
1177 Avenue of the Americas
New York, NY 10036
Attention: Leigh Abramson
Andrew Feller
E-mail: leigh.abramson@metalmarkcapital.com
andrew.feller@metalmarkcapital.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Marc O. Williams
Facsimile No.: 212-701-5800
E-mail: marc.williams@davispolk.com

or such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other

communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5.00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 13.02. *Amendments and Waivers.* (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 13.03. *Expenses.* Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 13.04. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of each other Party hereto (which consent shall not be unreasonably withheld), and any purported assignment, delegation or transfer of rights or obligations under this Agreement in violation of this provision shall be null and void ab initio. Seller agrees that Buyer may cause a wholly owned Subsidiary of Buyer to acquire the Equity Interests at the applicable Closing and may assign its rights under this Equity Purchase Agreement to such Subsidiary; *provided, however*, that upon such assignment Buyer shall be jointly and severally liable, along with such Subsidiary, for its obligations hereunder.

Section 13.05. *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 13.06. *Jurisdiction.* The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the District of Delaware or any Delaware State court, so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any

such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 13.01 shall be deemed effective service of process on such Party.

Section 13.07. *WAIVER OF JURY TRIAL*. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 13.08. *Counterparts; Effectiveness; Third-Party Beneficiaries*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. Until and unless each Party has received a counterpart hereof signed by the other Parties hereto, this Agreement shall have no effect, and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties (and in the case of Article 11, the applicable Indemnified Parties) and their respective heirs, personal representatives, successors and assigns.

Section 13.09. *Non-Recourse*. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement may only be brought against, the Parties. Without limitation of the foregoing, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of either Party shall have any liability for any obligations or liabilities of such Party under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 13.10. *Entire Agreement*. This Agreement, the other Transaction Documents and the Confidentiality Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, among the parties with respect to the subject matter hereof and thereof.

Section 13.11. *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable

manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

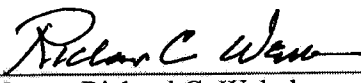
Section 13.12. *Disclosure Schedules*. Seller has set forth information on the Seller Disclosure Schedules in a section thereof that corresponds to the section of this Agreement to which it relates. A matter set forth in one section of the Seller Disclosure Schedules need not be set forth in any other section so long as its relevance to such other section of the Seller Disclosure Schedules or section of the Agreement is reasonably apparent on the face of the information disclosed therein to the Person to which such disclosure is being made. The parties acknowledge and agree that (a) the Seller Disclosure Schedules to this Agreement may include certain items and information solely for informational purposes for the convenience of Buyer and (b) the disclosure by Seller of any matter in the Seller Disclosure Schedules shall not be deemed to constitute an acknowledgment by Seller that the matter is required to be disclosed by the terms of this Agreement or that the matter is material.

Section 13.13. *Specific Performance*. The Parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the courts specified in Section 13.06, in addition to any other remedy to which they are entitled at law or in equity. The pursuit of specific enforcement by either Party will not be deemed an election of remedies or waiver of the right to pursue any other right or remedy (whether at law or in equity) to which such Party may be entitled (including monetary damages), and any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**PACOLET MILLIKEN ENTERPRISES,
INC.**

By: 
Name: Richard C. Webel
Title: President & CEO

**NI AMERICA CAPITAL
MANAGEMENT, LLC**

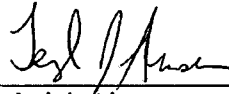
By: _____
Name: Leigh Abramson
Title: Authorized Representative

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**PACOLET MILLIKEN ENTERPRISES,
INC.**

By: _____
Name: Richard C. Webel
Title: President & CEO

**NI AMERICA CAPITAL
MANAGEMENT, LLC**

By:  _____
Name: Leigh Abramson
Title: Authorized Representative

[Signature Page to Equity Purchase Agreement]

Ni America Texas, LLC
10913 Metronome, Houston, TX 77043
STM Application to Transfer CCN No. 11922 to Ni Pacolet Milliken Utilities, LLC

Attachment 7, Question 15

List of Neighboring Utilities, Cities, and Political Subdivisions

Ni America Texas, LLC
10913 Metronome, Houston, TX 77043
STM Application to Transfer CCN No. 11922 to Ni Pacolet Milliken Utilities, LLC

Attachment 7

**Neighboring Water Utilities, Cities, and Political Subdivisions
within 2 Miles of Proposed Transaction**

Johnson County Entities

1. Aqua Texas Inc. (CCN No. 13201)*
2. Bethesda Water Supply Corporation (CCN No. 10089)
3. Johnson County Special Utility District (CCN No. 10081)
4. Johnson County
5. Prairielands Groundwater Conservation District

Wise County Entities

1. Aqua Texas Inc. (CCN No. 13201)*
2. City of Decatur (CCN No. 10271)
3. City of Rhome (CCN No. 10989)
4. Walnut Creek Special Utility District (CCN No. 10285)
5. West Wise County Special Utility District (CCN No. 10284)
6. City of New Fairview
7. Wise County
8. Upper Trinity Groundwater Conservation District

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Attachment 8, Question 17

List of Public Water Systems

Ni America Texas, LLC
10913 Metronome, Houston, TX 77043
STM Application to Transfer CCN No. 11922 to Ni Pacolet Milliken Utilities, LLC

Attachment 8
List of Public Water Systems

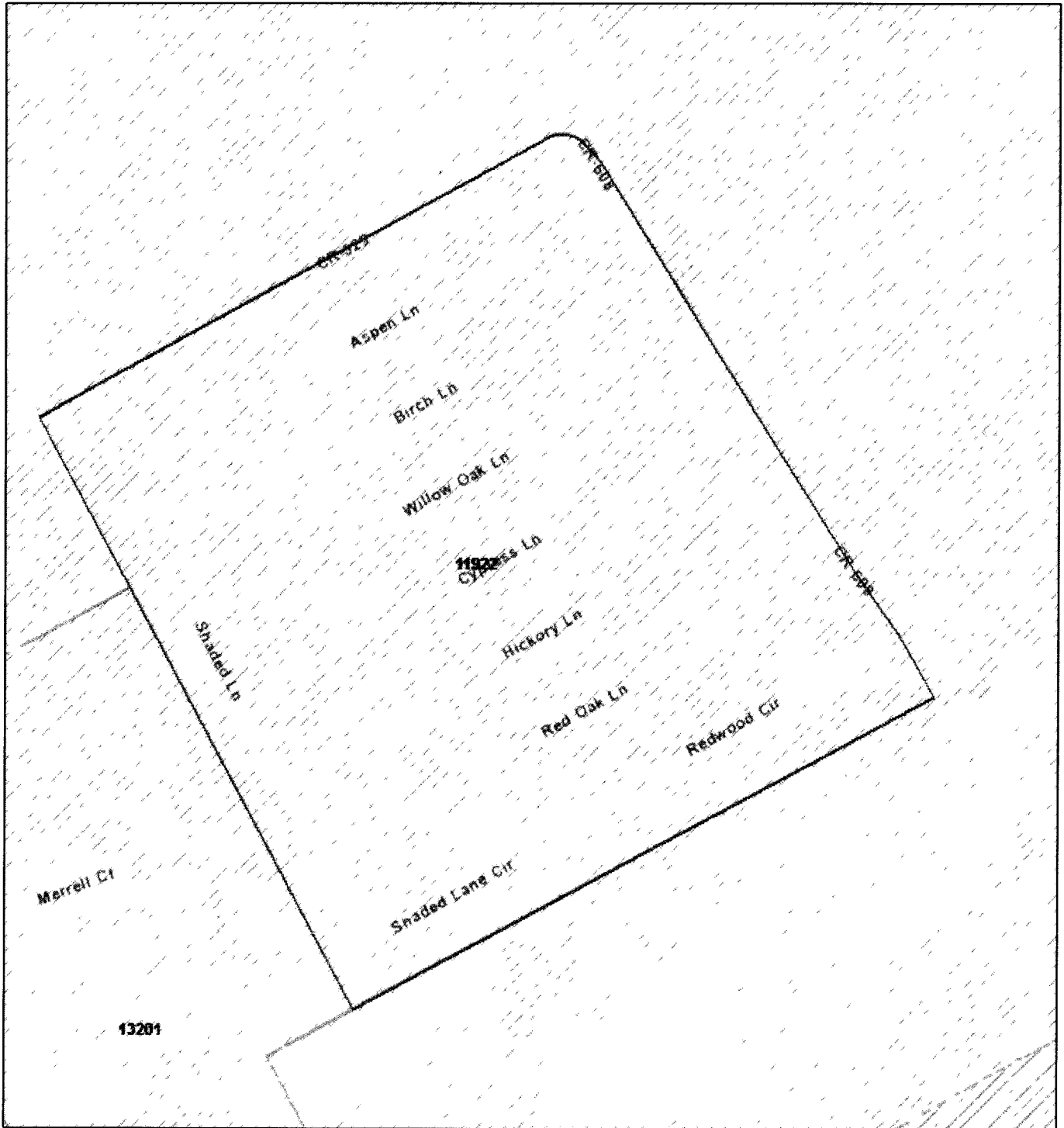
1. Shaded Lane Estates – PWS # 1260103 (Johnson County)
2. Chisholm Hills Estates – PWS # 2490044 (Wise County)
3. The Hills of Oliver Creek – PWS # 2490046 (Wise County)
4. Windmill Trail – PWS # 2490050 (Wise County)
5. Coyote Ridge Addition – PWS # 2490053 (Wise County)
6. Sage Brush – PWS # 2490058 (Wise County)
7. Sky View Ranch Estates – PWS # 2490061 (Wise County)

Ni America Texas, LLC
10913 Metronome, Houston, TX 77043
STM Application to Transfer CCN No. 11922 to Ni Pacolet Milliken Utilities, LLC

Attachment 9, Question 24

Johnson County General Location Maps

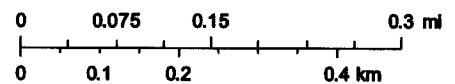
Water and Sewer CCN Viewer



April 9, 2015

 Water CCN Service Areas

1:9,028



**STM Application to Transfer CCN No. 11922
from Ni America Texas, LLC
to Ni Pacolet Milliken Utilities, LLC
JOHNSON COUNTY SEGMENT**

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp.,
NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),
TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User
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 Water CCN Facility Lines
 Water CCN Service Areas

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JOHNSON COUNTY SEGMENT**

1:72,224

A vertical scale bar with two horizontal lines. The left line has markings at 0, 0.5, 1, and 2. The right line has markings at 0, 1, 2, and 4.

0 0.5 1 2
0 1 2 4

mi km

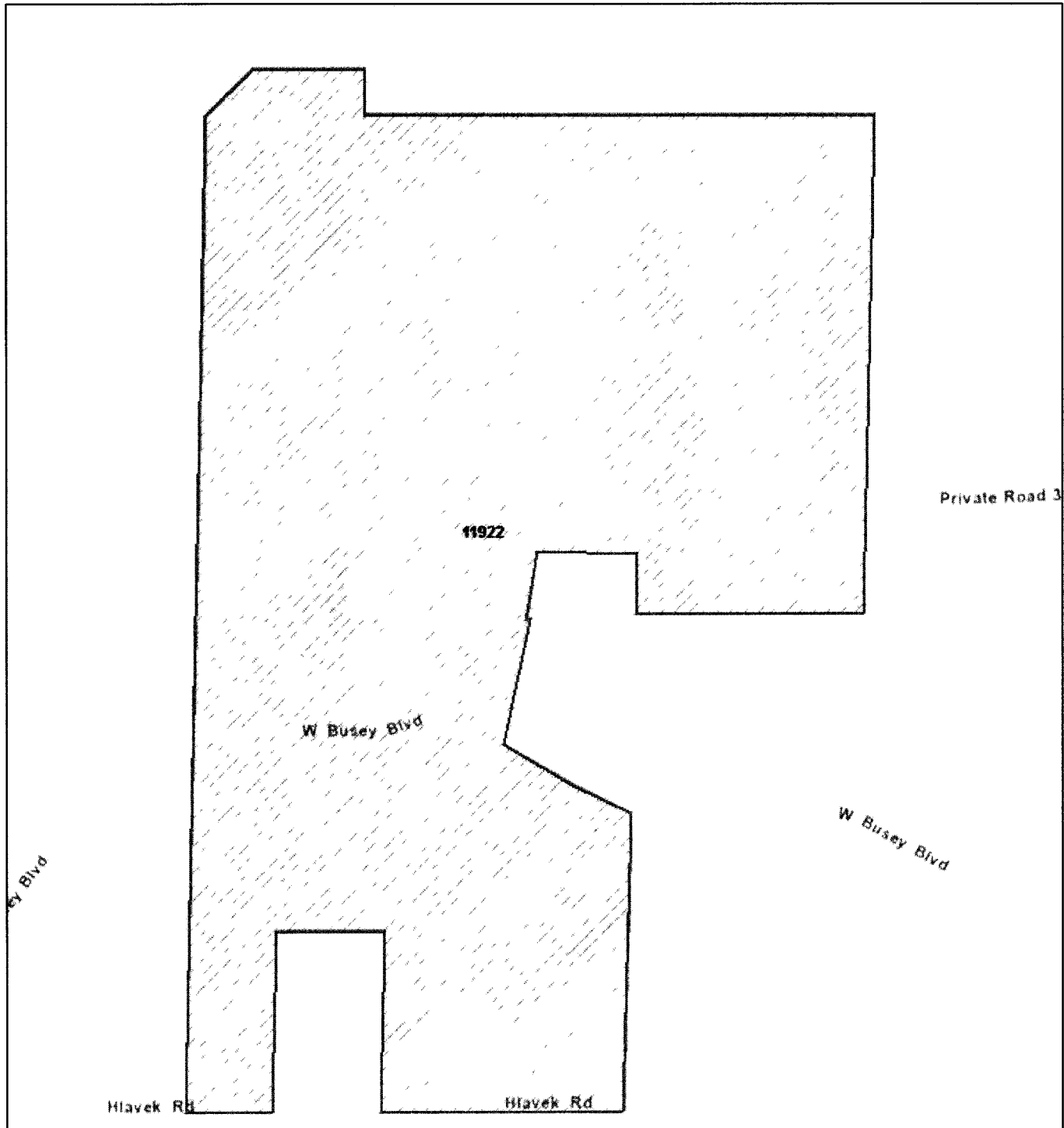
Sources: ERI, HERE, DeLorme, USGS, Intermap, increment P Corp.,
NRCAN, Esri Japan, METI, Esri China (Hong Kong), Swis (Thailand).

Ni America Texas, LLC
10913 Metronome, Houston, TX 77043
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Attachment 10, Question 24

Wise County General Location Maps

Water and Sewer CCN Viewer



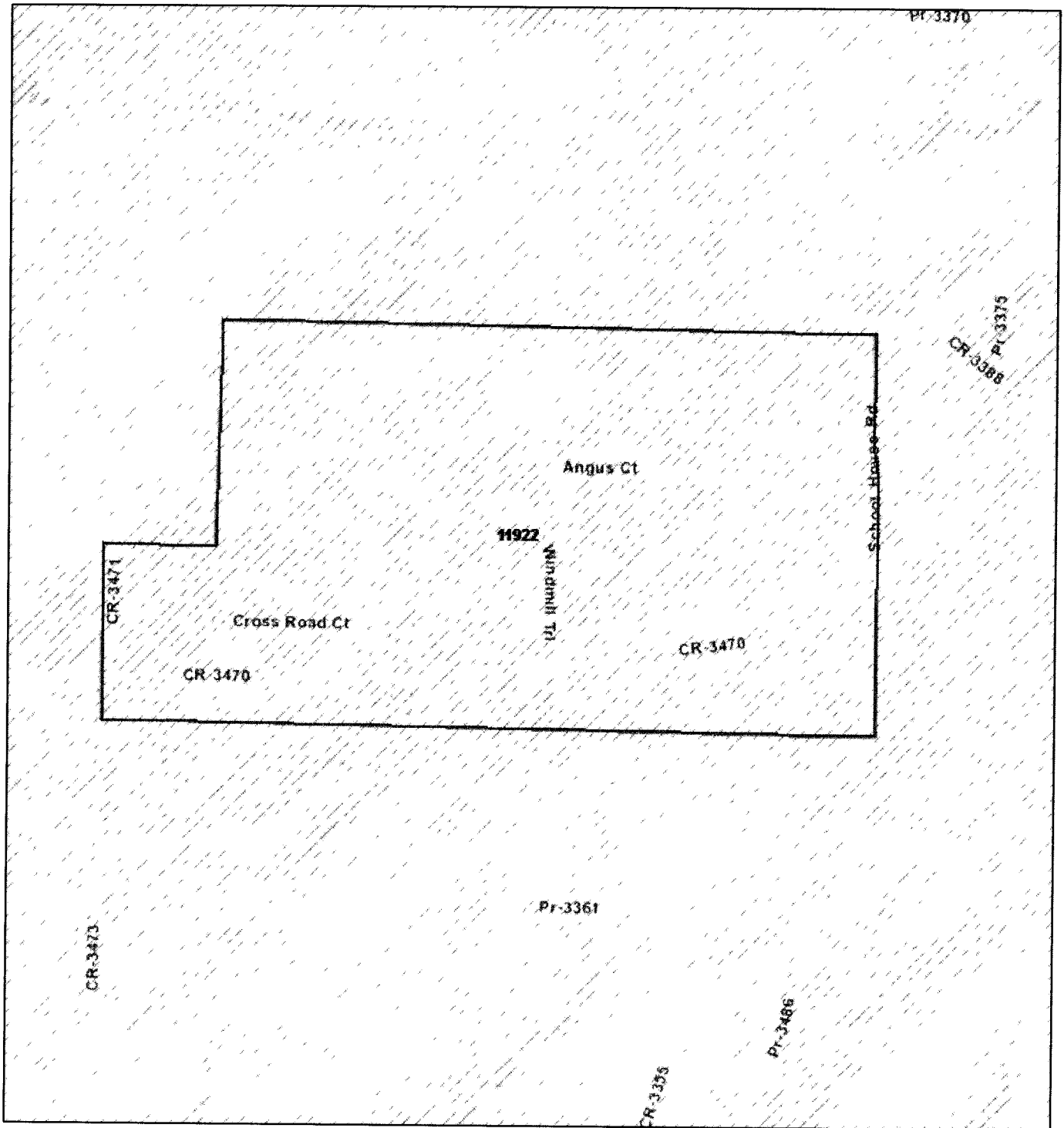
April 9, 2015

 Water CCN Service Areas

**STM Application to Transfer CCN No. 11922
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WISE COUNTY SEGMENT 1 of 5**

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp.,
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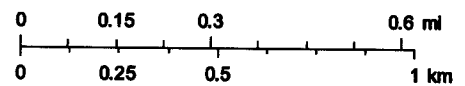
Water and Sewer CCN Viewer



April 9, 2015

 Water CCN Service Areas

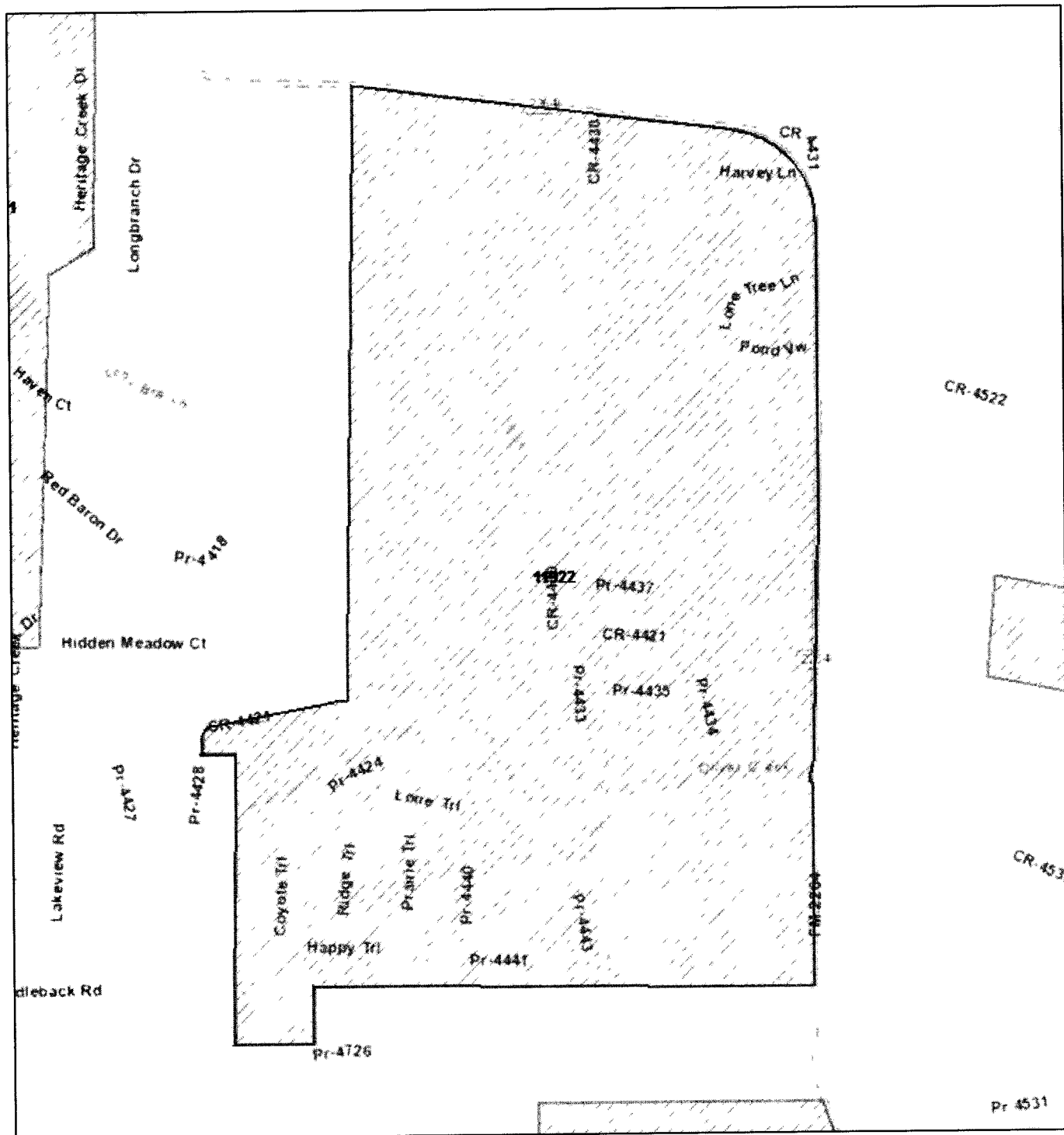
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**STM Application to Transfer CCN No. 11922
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WISE COUNTY SEGMENT 2 of 5**

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Water and Sewer CCN Viewer



April 9, 2015

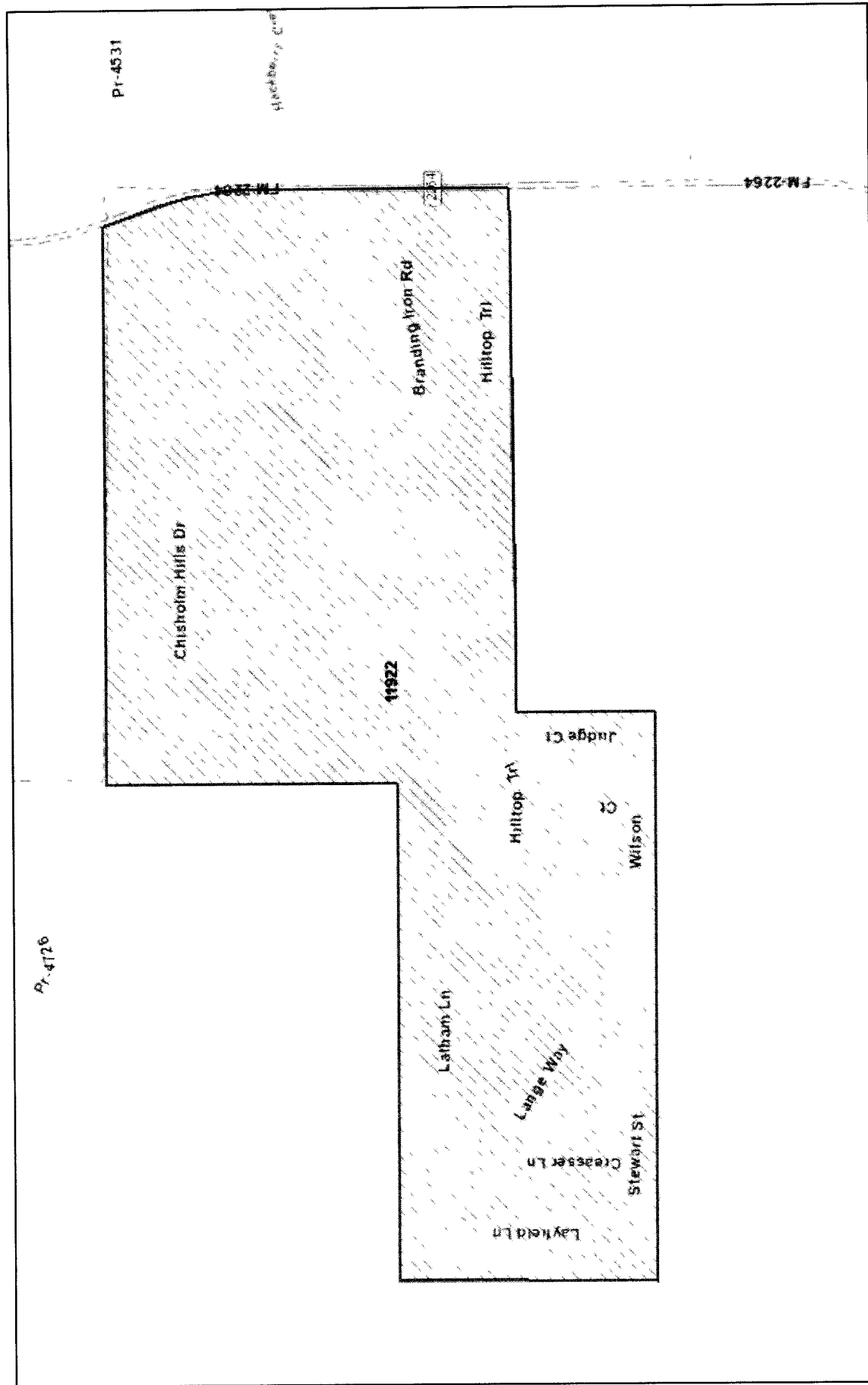


Water CCN Service Areas

**STM Application to Transfer CCN No. 11922
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WISE COUNTY SEGMENT 3 of 5**

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Water and Sewer CCN Viewer



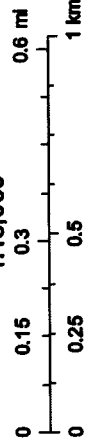
April 9, 2015

Water CCN Service Areas



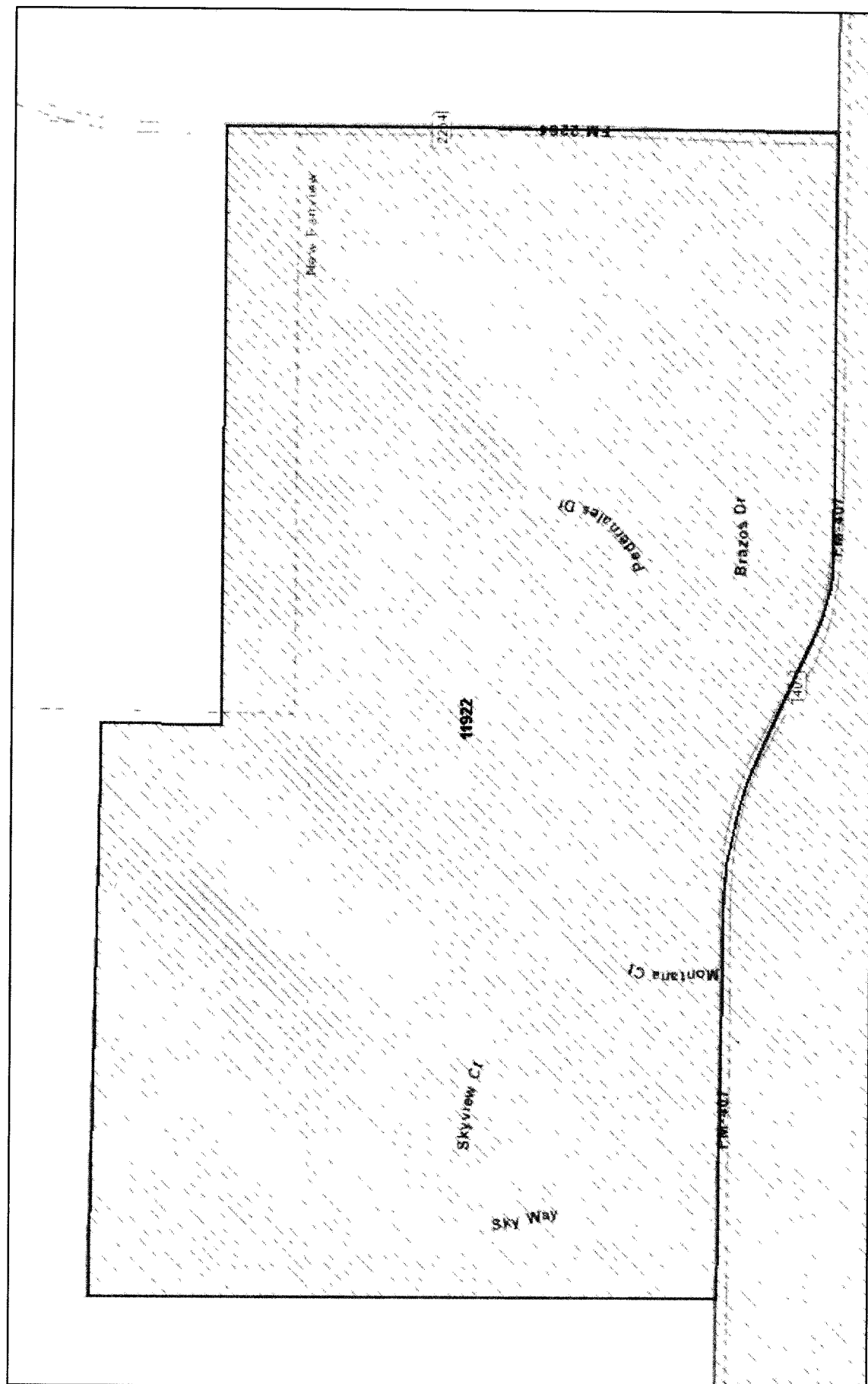
STM Application to Transfer CCN No. 11922
from Ni America Texas, LLC
to Ni Pacolet Milliken Utilities, LLC
WISE COUNTY SEGMENT 4 of 5

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Sources: Esri, HERE, DeLorme, USGS, Intermap, Incormat P Corp.,
NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),

Water and Sewer CCN Viewer

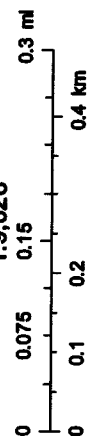


April 9, 2015

 **Water CCN Service Areas**

**STM Application to Transfer CCN No. 11922
from Ni America Texas, LLC
to Ni Pacolet Milliken Utilities, LLC
WISE COUNTY SEGMENT 5 of 5**

1:9,028



Sources: Eri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand).

The map displays a residential area with several streets and property lots. Key features include:

- Streets:** Denton, S. Cooper Ave, S. Boyce St, Paradise, New Fairview, and FM 104.
- Property Segments:**
 - Segment 1 of 5 (near 11922)
 - Segment 2 of 5 (near 11922)
 - Segment 3 of 5 (near 13201)
 - Segment 4 of 5 (near 11922)
 - Segment 5 of 5 (near 11922)
- Addresses:** 11922, 13201, 1320, and 13201.
- Other Labels:** "Paradise" and "New Fairview" are labeled on the map.

Water CCN Facility Lines

Water CCN Service Areas

**STM Application to Transfer CCN No. 11922
from Ni America Texas, LLC
to Ni Pacolet Milliken Utilities, LLC
WISE COUNTY - ALL 5 SEGMENTS**

0 1.25 2.5 5 ml

Sources: Earl, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),