

Attachment H

**SERVICES AGREEMENT BY AND BETWEEN
PL UTILITIES, LLC
AND
EMPIRE INDUSTRIES, INC.**

This Affiliated Interest Agreement ("AIA") by and between and dated as of _____, 2024 between PL Utilities, LLC ("PLU"), a limited liability corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 61 West 62nd Street, #22 E, New York, New York 10023, and Empire Industries, Inc. ("Empire"), a corporation organized and existing under the laws of the _____, with its principal place of business located at 40 Warren Street, Paterson, New Jersey 07524, and collectively hereinafter referred to jointly as the "Parties" or individually as a "Party".

RECITALS

A. WHEREAS, Jacob Goren is a member of PLU and he is also the President and shareholder of Empire; and

B. WHEREAS, PLU was formed for the sole basis of owning and operating the wastewater treatment system it acquired from Deer Haven pursuant to the approval of the Pennsylvania Public Utility Commission by Order dated _____; and

C. WHEREAS, Empire is a multinational corporation with more than fifty (50) employees and is equipped with the necessary personnel to handle the business needs of PLU including items such as accounting and financial services, administration, communications, customer service and billing, human resources, information systems, risk management, legal, and purchasing. The officers and employees of Empire are qualified to aid, assist and advise PLU in

its business operations through the services to be performed under this AIA listed in Exhibit A;
and

D. WHEREAS, the Parties believe that it is in their interest to enter into an arrangement whereby PLU may agree to pay for certain business services as described herein from Empire, which will be provided at no cost or the lower of cost or market cost; and

E. WHEREAS, Empire is entering into this AIA with PLU to specifically provide the types of services described herein, and

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, PLU and Empire agree as follows:

ARTICLE I
PERSONNEL AND SERVICES TO BE PROVIDED

1.1 During the term of this AIA as set forth in Article V and upon the terms and conditions hereinafter set forth, Empire may provide the following "Services" to PLU:

- a. Administrative and Support Services, including but not limited to billing, purchasing, secretarial, postage and similar day-to-day business operations services;
- b. Personnel;
- c. Human Resource, Accounting or Bookkeeping and Financial Services;
- d. Office Supplies;
- e. Use of Office Equipment;
- f. Postage, shipping, computer services;
- g. Telephone Service;
- h. Office space;

- i. Emergency Support Service;
- j. Management or executive services; and
- k. Such other services, goods, materials or property as may be required by or

be beneficial to PLU in its activities in day-to-day operations of the regulated public utility.

The Parties recognize that PLU may perform any such Services with its own personnel or engage another company or person to provide those services on its behalf. PLU may engage or subcontract with another company or person to provide such Services on its behalf.

1.2 Empire shall employ qualified officers and employees to provide the Services and those persons shall be available to assist PLU.

ARTICLE II

PAYMENT FOR SERVICES

2.1 In consideration for the Services to be rendered by Empire, PLU agrees to pay to Empire the cost of the Services provided to it as determined as provided in this Article II and in Article III. However, some of these services may be provided by Empire to PLU at no charge.

2.2 Directly Charged Services.

2.2.1 The costs for Services rendered by Empire personnel directly for PLU shall be charged based on such personnel's time sheets.

2.2.2 All direct expenses of Empire incurred in connection with the Services rendered by Empire or third parties hired by Empire, which can reasonably be identified and related exclusively to PLU shall be charged directly to PLU without markup.

2.3 Indirectly Charged Services.

2.3.1 For Services provided by Empire which cannot be identified and are not related exclusively to PLU, the cost for such Services will be allocated between the Parties based on the estimated portion of time dedicated by Empire to PLU matters.

2.3.2 The amount for an Empire employee's costs to be billed shall be computed on the employee's total labor rate, including base pay and other compensation, payroll taxes and fringe benefits (calculated on a per hour basis), plus a specific overhead factor as set forth in Article III.

ARTICLE III **ALLOWANCE FOR OVERHEAD**

3.1 In determining the cost for Services rendered by Empire to PLU as herein provided, there shall be added to the base pay rate of all officers and employees for whose services charges are to be made, a percentage sufficient to cover the overhead of Empire, as defined below, allocable to each such officer or employee. The overhead shall be calculated each year and shall be based on the ratio of the total overhead of Empire for the year to the total salaries of Empire officers and employees for whose services charges are to be made to PLU. No general overhead or other markups by Empire shall be added to costs incurred for services of consultants or other third parties employed by Empire.

3.2 The term "overhead" shall include, but not be limited to:

3.2.1 building costs, lease costs, utilities, and other costs associated with office space and equipment, and

3.2.2 taxes other than payroll taxes.

ARTICLE IV
BILLING PROCEDURES AND BOOKS AND RECORDS

4.1 As soon as practicable after the last day of each month, Empire shall render a bill to PLU for all amounts due from Empire for Services rendered and expenses for such month, computed pursuant to Article II and Article III. Such bills shall be in sufficient detail to show the charge for each service rendered. All amounts shall be paid by PLU within thirty (30) days after receipt of the bill.

4.2 Empire agrees to keep its books and records available at all times for inspection by representatives of PLU or by regulatory bodies having jurisdiction over PLU during normal business hours and upon reasonable advance notice.

4.3 Empire shall at any time, upon request of PLU, furnish any and all information required by PLU with respect to the Services rendered by Empire, the costs thereof, and the allocation of such costs to PLU.

ARTICLE V
TERM OF AGREEMENT

5.1 This AIA shall become effective as of the later of (a) the date first set forth above or (b) the date the Parties receive the last of any necessary approvals of governmental regulatory agencies having jurisdiction over this PLU and the wastewater treatment plant. Upon becoming effective, this AIA shall supersede all prior agreements, written or oral, which shall terminate on the date this AIA becomes effective. This AIA shall continue in full force and effect until terminated by either of the parties hereto giving the other party hereto thirty days' notice in writing. In addition, Empire shall have the right to terminate upon the sale or transfer of PLU as approved by the PAPUC.

5.2 Upon termination of the AIA without cause by PLU, Empire shall continue to provide services to PLU at its request for a period of no more than sixty (60) days from and after the effective date of the termination to facilitate PLU's transition to another service provider. Such transition shall be provided on the same terms and conditions as set forth in this Agreement, including compensation.

ARTICLE VI **BREACH**

6.1 Either Party to the AIA may terminate this AIA upon material breach by the other Party. The non-breaching Party shall provide written notice of such breach to the other Party by certified mail, setting forth in detail the alleged failure and/or deficiency. If such breach is not corrected by the breaching Party within thirty (30) days from receipt of written notice by certified mail, this AIA shall thereupon terminate.

ARTICLE VII **INFORMATION EXCHANGE**

7.1 PLU shall provide such information as required by Empire for Empire to perform its obligations hereunder. Empire agrees on behalf of it and its employees and contractors that it will maintain such information as confidential and not disclose such information to third parties unless required by law and applicable regulatory agencies (including the Pennsylvania Public Utility Commission ("PAPUC")). Empire's obligation of confidentiality will not apply to information which (a) is or becomes available to the public other than as a result of a disclosure by PLU or its employees or contractors, (b) was in Empire's possession and obtained on a non-confidential basis prior to its disclosure by PLU, or (c) becomes available to Empire on a non-

confidential basis from a person or entity other than PLU who Empire does not know or have reason to know is under an obligation of confidentiality to PLU.

ARTICLE VIII
GENERAL PROVISIONS

8.1 JOINT OBLIGATIONS OF THE PARTIES. PLU and Empire agree to cooperate in all matters that are the subject of this AIA.

8.2 ARBITRATION. It is the stated purpose and goal of the Parties at all times to resolve any disputes and reach agreement by good faith negotiation between the Parties, without recourse to arbitration or other legal actions. In the event, however, that any such dispute cannot be settled through negotiation, either Party may request that the matter(s) in dispute be referred to arbitration. The demand for arbitration must be submitted to the American Arbitration Association within sixty (60) calendar days after the date of such request, in which case the arbitration shall be conducted at a mutually agreed upon location, in accordance with the rules and procedures then existing under the Commercial Arbitration rules of the American Arbitration Association, provided that notwithstanding anything to the contrary contained in such Rules the following shall apply: The arbitration board shall consist of a single arbitrator. The Parties shall endeavor to agree upon the single arbitrator. If the Parties fail to agree on a single arbitrator within twenty (20) business days, the arbitrator shall be selected by the American Arbitration Association or otherwise in accordance with such Rules. After the appointment of the arbitrator, the arbitrator shall meet as necessary for the purpose of reaching a determination in the dispute, and the decision of the arbitrator, submitted in writing, to the Parties shall be final and binding upon both Parties. Judgment upon any decision rendered by arbitrator may be entered in any court having jurisdiction.

Each Party shall bear the expense of its own witnesses, and the expenses of the arbitrator and any general expenses of the arbitration shall be borne equally by the Parties.

8.3 FORCE MAJEURE. No Party will be in default or otherwise liable for any delay in or failure of its performance hereunder due to any act of God, adverse weather condition, fire, flood, riot, strike, terrorism, accident, war, governmental requirement, inability to secure materials, labor or transportation, cable cut or other cause beyond the reasonable control of the affected Party.

8.4 STANDARD OF CARE. Empire shall perform its services with that degree of care, diligence and professional skill and judgment which is normally exercised by professionals in its industry. Except as otherwise expressly set forth in this AIA, Empire makes no warranties, representations or other agreements, expressed or implied with respect to this AIA and the services provided hereunder. Empire's entire liability to PLU for any claim, loss, expense or damage under this AIA, including any claims for special, incidental, consequential, indirect or punitive damages shall in no event exceed the sums actually paid by PLU to Empire during the most recent calendar year.

8.5 ASSIGNMENT. No Party may assign this AIA without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

8.6 GOVERNING LAW. This AIA shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

8.7 INDEMNIFICATION:

8.7.1 To the extent allowed by law, Empire shall defend, indemnify and hold harmless PLU, its officers, directors, employees and agents from and against any and all liability, including liability to third parties, for personal injury, including death, property damage, other injury, or other actions, damages, fines, penalties, claims, demands, judgments, losses, costs,

expenses, suits and actions (including reasonable attorney's fees), to the extent caused by or arising out of negligence or wrongful or willful misconduct on the part of Empire or its officers, employees, agents, contractors and subcontractors in connection with services provided pursuant to the terms of this AIA.

8.7.2 To the extent allowed by law, PLU shall defend, indemnify and hold harmless Empire, its officers, directors, employees and agents from and against any and all liability, including liability to third parties, for personal injury, including death, property damage, other injury, or other actions, damages, fines, penalties, claims, demands, judgments, losses, costs, expenses, suite and actions (including reasonable attorney's fees), to the extent caused by or arising out of negligence or wrongful or willful misconduct on the part of PLU or its officers, employees, agents, contractors and subcontractors in connection with services provided pursuant to the terms of this AIA.

8.8 SEVERABILITY. Each provision of this AIA is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in effect.

8.9 NO WAIVER. Failure by a Party to enforce any provision of this AIA, or the waiver thereof in any instance shall not be construed as a general waiver of rights.

8.10 NOTICES. Any notice given or made pursuant to this AIA will be effective only if in writing and delivered in person, by messenger, by overnight delivery, or by certified mail, return receipt to a Party at the address first written above.

8.11 COMPLETE AGREEMENT. The terms of this AIA constitute the entire agreement between the Parties concerning the subject matter hereof, and this AIA may be modified only in a writing signed by both Parties. This AIA and the exhibits incorporated herein shall be modified

and/or amended only by writing signed by the Parties and shall not be effective until filed with and approved by applicable regulatory agencies, including the PAPUC.

8.12 TITLES AND HEADINGS. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this AIA.

8.13 COUNTERPARTS. This AIA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, PLU and Empire have caused this AIA to be signed in their respective corporate names by their respective Presidents or Vice Presidents, as of the day and year first above written.

PL UTILITIES, LLC

By: _____

Title: _____

EMPIRE INDUSTRIES, INC

By: _____

Title: _____

