

EXHIBIT B

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

By and Between

Greenville Municipal Water Authority

as Seller

and

Aqua Pennsylvania, Inc.

as Buyer

Dated as of September 26, 2023

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of September 26, 2023 (the "Effective Date"), is made and entered into by and between **GREENVILLE MUNICIPAL WATER AUTHORITY**, a municipal authority duly organized and existing under the laws of the Commonwealth of Pennsylvania (the "Seller"), and **AQUA PENNSYLVANIA, INC.** (the "Buyer"), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, Seller is a municipal authority, organized by the Borough of Greenville (the "Borough") under the provisions of the Pennsylvania Municipality Authorities Act (the "MAA") in 1942.

WHEREAS, Seller, acting by and through the Authority Board (defined below), owns and operates a water treatment and distribution system (the "System") that provides potable water service to various customers in the Borough of Greenville, Hempfield Township and West Salem Township in Mercer County, Commonwealth of Pennsylvania (the "Service Area"); and

WHEREAS, Buyer is a regulated public utility that furnishes water service to the public in the Commonwealth of Pennsylvania; and

WHEREAS, Buyer, in reliance upon the representations, warranties and covenants of the Seller herein, desires to purchase and acquire from the Seller, and the Seller, in reliance upon the representations, warranties and covenants of Buyer herein, desires to sell, transfer and convey to Buyer all of the assets of the System (other than the Excluded Assets), and in connection therewith, Buyer has agreed to assume certain ongoing obligations and liabilities of the Seller related to such acquired assets, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties, covenants, and agreements herein contained, the receipt and sufficiency of which hereby are acknowledged, intending to be legally bound, the Parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, as used in this Agreement (unless otherwise specified therein), shall have the meanings set forth in this Article I:

"**Acquired Assets**" has the meaning specified in Section 2.01.

"**Affiliate**" means, when used to indicate a relationship with a specified Person, means a Person that, directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or controls, is controlled by or is under common

control with (which shall include, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (and for purposes of this definition, a managed fund or trust shall be deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust shall be deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

"**Agreement**" has the meaning ascribed thereto in the recitals to this Agreement (and includes all Schedules and Exhibits referred to herein), as amended, modified and supplemented from time to time in accordance with the terms hereof.

"**Assigned Contracts**" has the meaning specified in Section 2.01(c).

"**Assignment and Assumption Agreement**" has the meaning specified in Section 13.02(c).

"**Assumed Liabilities**" has the meaning specified in Section 2.04(a).

"**Authority Board**" means the Board of Directors of the Greenville Municipal Water Authority.

"**Authorizations and Permits**" mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, adjudications, variances, waivers and approvals currently in effect issued or granted by Governmental Authorities, including without limitation, environmental permits, operating permits and approvals that are held by the Seller that primarily relate directly or indirectly to the operation of the System, including those described in Schedule 4.14.

"**Business Day**" means any day that is neither a Saturday, a Sunday nor a day observed as a holiday by either the Commonwealth of Pennsylvania or the United States government.

"**Buyer**" has the meaning specified in the Preamble of this Agreement.

"**Buyer Fundamental Representations**" has the meaning specified in Section 8.01.

"**Buyer Indemnified Persons**" has the meaning specified in Section 8.02.

"**CERCLA**" means the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended.

"**Closing**" means the consummation of the sale and purchase of the Acquired Assets and assumption of the Assumed Liabilities, the release/waiver of liabilities and the other transactions

contemplated hereby, all in accordance with the terms and conditions of this Agreement and as provided for in Article XIII.

"**Closing Date**" has the meaning specified in Section 13.01.

"**Closing Effective Time**" has the meaning specified in Section 13.01.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Confidential Information**" means any information about Buyer, Seller or the System related to the transactions contemplated by this Agreement; provided, however, that such term does not include information which the receiving Party can demonstrate (a) is generally available to or known by the public other than as a result of improper disclosure by the receiving Party, (b) is obtained by the receiving Party from a source other than the disclosing Party, provided that such source was not bound by a duty of confidentiality to the disclosing Party with respect to such information, or (c) is legally in the public domain.

"**Easements**" means all easements, rights of way, licenses, use agreements, occupancy agreements, leases and other agreements and appurtenances for and over the real property of third parties that are necessary for or used in connection with the operation of the System or to provide continuous and unimpeded rights of way for the Acquired Assets (including access thereto).

"**Effective Date**" has the meaning specified in the Preamble.

"**Environment**" means soil, surface waters, ground waters, land, stream sediments, flora, fauna, surface or subsurface strata and ambient air.

"**Environmental Claims**" means all notices of investigations, warnings, notice letters, notices of violations, Liens, orders, claims, demands, suits or administrative or judicial actions for any injunctive relief, fines, penalties, third party claims, or other claims asserting violations of Environmental Requirements or responsibility for Environmental Liabilities.

"**Environmental Conditions**" means the Release of Hazardous Materials or the presence of Hazardous Materials on, in, under or within any property (including the presence in the Environment), other than the presence of Hazardous Materials in locations and at concentrations that are naturally occurring.

"**Environmental Liabilities**" means any legal obligation or liability arising under Environmental Requirements or related to or arising out of any Environmental Condition, including those consisting of or relating to any (a) duty imposed by, breach of or noncompliance with any Environmental Requirements; (b) environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of Hazardous Materials); (c) Remedial Action undertaken by any Person; (d) bodily injury (including illness, disability and death, and regardless of when any such bodily injury occurred, was incurred or manifested itself), property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real or personal property), or other losses or damages incurred by any other Person (including any employee or former employee of such Person); (e) any injury to,

destruction of, or loss of natural resources, or costs of any natural resource damage assessments; (f) exposure of any Person to any Hazardous Materials; and (g) the presence or Release of any Hazardous Materials.

"Environmental Requirements" mean all present Laws (including common law), regulations, legally binding or otherwise enforceable requirements and Authorizations and Permits relating to human health, pollution, or protection of the Environment (including ambient air, surface water, ground water, land surface or surface strata), including (i) those relating to emissions, discharges, Releases, or threatened Releases of Hazardous Materials, and (ii) those relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, release, recovery, transport or other handling of Hazardous Materials. Without limiting the foregoing, the term **"Environmental Requirements"** includes (1) CERCLA; the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Sections 11001-11050; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901-6992k ("RCRA"); the Safe Drinking Water Act, 42 U.S.C. Sections 300f to 300j-26; the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2692; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101-5127; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387; the Oil Pollution Act of 1990, 33 U.S.C. Sections 2701--2761; the Clean Air Act, 42 U.S.C. Sections 7401-7671q; the Atomic Energy Act of 1954, as amended, 42 U.S.C. Sections 2011 et seq.; the Low Level Radioactive Waste Policy Act, as amended, 42 U.S.C. Section 2021b et seq.; the Occupational Safety and Health Act, 29 U.S.C. Sections 651-678, and the regulations promulgated pursuant to the above-listed federal statutes, and (2) counterpart Laws and regulations promulgated or issued by any state or local Governmental Authority.

"EPA" means the United States Environmental Protection Agency, or a successor Governmental Authority with substantially similar power and authority thereto.

"Equipment and Machinery" means (i) all the equipment, tangible personal property, machinery, office furniture and equipment, fixtures, tooling, spare maintenance or replacement parts, environmental testing equipment, and vehicles owned or leased by the Seller (including all leases of such property), which are primarily used in the operation of the System, (ii) any rights of the Seller to warranties applicable to the foregoing (to the extent assignable), and licenses received from manufacturers and Seller of any such item, and (iii) any related claims, credits, and rights of recovery with respect thereto, as listed in Schedule 4.10. Notwithstanding the foregoing, "Equipment and Machinery" shall not include any Excluded Assets.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Excluded Assets" has the meaning specified in Section 2.02.

"Excluded Liability" or **"Excluded Liabilities"** means, notwithstanding any provision in this Agreement to the contrary, those obligations or liabilities related to any of the Excluded Assets.

"Files and Records" means all files and records of the Seller primarily relating to the System, whether in hard copy, digital, or magnetic or other format including customer and supplier

records, customer lists (both current and prospective), records of sales calls, manuals, books, files, records, engineering data, procedures, systems, instructions, drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, equipment maintenance records, equipment warranty information, plant plans, specifications and drawings, sales and advertising material, and computer software, whether stored on-site or off-site.

“Final Order” means a Governmental Approval by a Governmental Authority as to which (a) no request for stay of the action is pending, no such stay is in effect and if any time period is permitted by statute or regulation for filing any request for such stay, such time period has passed, (b) no petition for rehearing or reconsideration of the action is pending and the time for filing any such petition has passed, (c) such Governmental Authority does not have action under consideration on its own motion and (d) no appeal to a court or administrative tribunal or a request for stay by a court or administrative tribunal of the Government Authority’s action is pending or in effect and the deadline for filing any such appeal or request for stay has passed.

"Governmental Approval" means any consent, approval, authorization, notice, filing, registration, submission, reporting, order, adjudication or similar item of, to or with any Governmental Authority.

"Governmental Authority" or **"Governmental Authorities"** means any court, department, commission, board, bureau, municipality, municipal authority (established pursuant to the Municipal Authorities Act of the Commonwealth of Pennsylvania), agency or instrumentality of the United States, any state, county, city or political subdivision thereof, or any foreign governmental body, including without limitation, the PaPUC, the EPA, PaDEP and the Authority Board.

"Hazardous Materials" means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, residual waste, solid waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Laws or which is classified as hazardous or toxic under applicable Environmental Laws (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

"Indemnified Party" means any Buyer Indemnified Persons or Seller Indemnified Persons, as applicable, entitled to indemnification pursuant to Article VIII.

"Indemnifying Party" means a Party which is obligated to indemnify the Buyer Indemnified Persons or the Seller Indemnified Persons, as applicable, pursuant to Article VIII.

“Knowledge” means either (i) the actual knowledge of a Representative of Buyer and the knowledge that each such person would reasonably be expected to obtain in the course of diligently performing his or her duties for Buyer or (ii) the actual knowledge of a Representative of Seller, the knowledge that each such person would reasonably be expected to obtain in the course of diligently performing his or her duties for Seller, as applicable based on the context in which the term is used.

“Land Development Agreement / Financial Security Agreement” means any agreement between Seller or the Borough and an applicant for subdivision and/or land development approval pursuant to the Pennsylvania Municipalities Planning Code, pursuant to which applicant is required to construct public improvements and required to post financial security, for the benefit of Seller, to secure applicant’s obligations under such agreement.

"Law" means any applicable law, statute, regulation, ordinance, rule, order, judicial, administrative and regulatory decree, judgment, adjudication, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority, as may be in effect at the relevant time or times in the context in which the term is used.

"Liability Cap" has the meaning specified in Section 8.05(c).

"Lien" means any lien in a fixed and ascertainable monetary sum, or any pledge, mortgage, deed of trust or security interest securing a fixed and ascertainable monetary sum, or any charge or claim in a fixed and ascertainable monetary sum. In addition, in connection with Real Property, any item otherwise falling within the definition of a "Lien" must be filed of record by the responsible Party in accordance with the terms of this Agreement.

“Loss” means any and all losses, liabilities, obligations, damages, penalties, interest, Taxes, claims, actions, demands, causes of action, judgments, reasonable attorneys', consultants' and other professional fees, and all other reasonable costs and expenses sustained or incurred in investigating, preparing or defending or otherwise incident to any such claim, action, demand, cause of action or judgment or the enforcement of a Party’s rights under Article VIII; *provided, however,* that **"Losses"** shall not include punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party in respect of a Third Party Claim.

"Material Adverse Effect," means a material adverse effect on the business, financial condition or results of operations of the System; provided, however, that no effect arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States or any international market and including changes in interest rates); (iii) conditions affecting the real estate, financial services, construction, water utility or sewer utility industries generally; (iv) any existing event, circumstance, condition or occurrence of which the Buyer has actual knowledge as of the Effective Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated hereby; and (vi) negligence, intentional misconduct or bad faith of the Buyer or its Representatives.

"Missing Easements" means, as of any particular date, each Easement that is for or used in connection with the operation of the System or to provide continuous and unimpeded rights of way for the Acquired Assets (including access thereto) that either (a) has not been obtained by the

Seller prior such date or (b) if such Easement has been obtained by the Seller prior such date, such Easement is unrecorded or such Easement is not sufficient to operate the System as currently conducted.

"Outside Date" means the date that is 365 days after the later to occur of (i) the date the application to the PaPUC is accepted as complete by the PaPUC, and (ii) the date the statutory 6-month consideration period is initiated pursuant to 66 Pa. C.S. §1329 provided, that if there is litigation pending on such date in which any Person seeks to prevent the consummation of the transaction described in this Agreement, or to frustrate a material term contained in this Agreement (specifically including, without limitation, litigation involving the proceedings before the PaPUC as contemplated in this Agreement), the Outside Date will be extended to the date that is sixty (60) days following the unappealable resolution of such litigation.

"Outstanding Indebtedness" means the outstanding indebtedness of the Seller set forth on Schedule 3.01(b).

"PaDEP" means the Pennsylvania Department of Environmental Protection, or any successor Governmental Authority with substantially similar powers thereto.

"PaPUC" means the Pennsylvania Public Utility Commission, or any successor Governmental Authority with substantially similar powers thereto.

"Party" means Buyer or the Seller and the term "Parties" means collectively Buyer and the Seller.

"PCB Equipment" means PCB equipment as defined in 40 C.F.R. Part 761.

"Pending Development Plan" means any subdivision or land development plan that has been submitted to Seller for approval pursuant to the Pennsylvania Municipal Planning Code.

"Permitted Liens" means (a) Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property and Easements as set forth on Schedule 4.09; (c) other than with respect to Real Property owned by Seller, Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business.

"Person" means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority.

"Personnel" means the employees of the Seller.

"Purchase Price" has the meaning specified in Section 3.01.

"Real Property" means those certain parcels of land, with the buildings, improvements, and Equipment and Machinery thereon or therein, that are part of the System and fee simple title to which is to be conveyed by Seller to Buyer as part of the Acquired Assets.

"Regulated Asbestos Containing Material" means regulated asbestos containing material as defined by 40 C.F.R. § 61.141.

"Release" means any actual or threatened spilling, leaking, pumping, pouring, injecting, emptying, discharging, emitting, escaping, leaching, dumping, disposal, or release or migration of Hazardous Materials into the Environment, including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Materials.

"Remedial Action" means any and all actions to (a) investigate, clean up, remediate, remove, treat, contain or in any other way address any Hazardous Materials in the Environment, (b) prevent the Release or threat of Release or minimize the further Release of any Hazardous Materials so it does not migrate or endanger public health or welfare or the indoor or outdoor Environment, and (c) perform pre-remedial studies and investigations and post-remedial monitoring, maintenance and care. The term **"Remedial Action"** includes any action which constitutes (i) a "removal", "remedial action" or "response" as defined by Section 101 of CERCLA, 42 U.S.C. §§ 9601(23), (24), and (25); (ii) a "corrective action" as defined in RCRA, 42 U.S.C. § 6901 et seq.; or (iii) a "response" or "interim response" as defined in the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.103.

"Representative" means, with respect to any Person, any director, officer, employee, official, lender mortgagee, financier, provider of any financial instrument (or any agent or trustee acting on their behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its "Representative."

"Schedules" means the disclosure schedules delivered by Seller and Buyer, respectively, concurrently with the execution and delivery of this Agreement, and as may be supplemented and updated pursuant to Sections 9.03 and 10.04. Any disclosure set forth on any particular Schedule shall be deemed disclosure in reference to all Schedules comprising the Schedules to which such disclosure is clearly applicable.

"Seller" has the meaning specified in the Preamble of this Agreement.

"Seller Fundamental Representations" has the meaning specified in Section 8.01.

"Seller Indemnified Persons" has the meaning specified in Section 8.03.

"Seller DEP Permits" means the following National Pollutant Discharge Elimination System Permits: PA00221970; Water Allocation Permits: WA-74B, and Public Water Supply Permits: 4307503, 2884-MA1, 2884-MA2, 4388510-MA2, 4388510-MA4, 4388510, 4303504-MA1, 488510-MA5, 4388510-MA6, each issued by PaDEP to Seller with respect to the System, including any revisions or amendments thereto.

"Seller's Benefit Obligations" have the meaning specified in Section 4.11.

"Seller's Plans" have the meaning specified in Section 4.11.

"Service Area" has the meaning set forth in the recitals to this Agreement.

"Supplies" means all lubricants, spare parts, fuel, chemicals, raw materials, and other supplies and inventory, and all rights to warranties received from suppliers with respect to the foregoing, and related claims, credits, and rights of recovery with respect thereto.

"System" has the meaning specified in the recitals to this Agreement and shall include the Acquired Assets and exclude the Excluded Assets.

"Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, parking, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not`.

"Threshold Amount" has the meaning specified in Section 8.05(a).

"Title Commitment" has the meaning specified in Section 6.01.

"Title Company" has the meaning specified in Section 6.01.

"Title Policy" has the meaning specified in Section 2.03.

"Transferred Personnel" has the meaning specified in Section 7.03.

"UCC Search" has the meaning specified in Section 6.04.

"Unscheduled Real Property" has the meaning specified in Section 6.06.

"Utility Valuation Expert" means an expert that has applied and has been approved by the PaPUC and is currently, at the time of this agreement, on the list of approved appraisers maintained by the PaPUC.

ARTICLE II.

TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES

Section 2.01. **Purchase and Sale of Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, at Closing, Buyer shall purchase from the Seller and the Seller shall sell, transfer, assign and deliver to Buyer, free and clear of all Liens except for Permitted Liens, all of Seller's right, title and interest in and to all assets, facilities, business, goodwill, properties and rights of the Seller of every kind and description, whether tangible or intangible, real, personal or mixed, wherever situated, in each case used in, held for use in, or acquired or developed for use in, the System, or otherwise related to, or arising out of the operation or conduct of the System (whether or not any such assets have any value for accounting purposes or are carried or reflected on the books or financial records of the Seller), including any of the foregoing in which Seller is entitled to acquire rights in the future pursuant to Pending Development Plans (other than the rights of Seller pursuant to Section 2.02(c)) or development plans approved pursuant to this Agreement, but in all cases other than the Excluded Assets (the foregoing collectively referred to as the "Acquired Assets"), including:

(a) all real property and appurtenant interests, Easements, rights of way, property rights and privileges owned, licensed or leased by the Seller including the Real Property, leases or licenses or other arrangements by or between the Seller and third Persons of the Real Property or other Acquired Assets and fixtures;

(b) all water treatment, transportation, and distribution facilities, including but not limited to the Seller's (i) water treatment plant located at 45 Water Street, Greenville, PA 16125 and the Greenville Municipal Authority building and maintenance offices at 44 Clinton Street, Greenville PA 16125, and (ii) all pipes, services, valves, hydrants, pumping stations, reservoirs, dams, storage tanks, improvements, fixtures, manholes and pipelines and any billing and collections related assets necessary to run the System;

(c) all contracts, listed on Schedule 4.15, licenses and leases to which the Seller is a party, including without limitation, all construction contracts, surety bonds, operation and maintenance agreements, management agreements, reserved capacity agreements, architect agreements and consultant agreements, relating to vehicles and other items of personal property (the "Assigned Contracts");

(d) all Supplies;

(e) all personal property and fixed assets, including all Equipment and Machinery, auxiliary equipment and plant equipment;

(f) all prepaid expenses and security deposits related to Assigned Contracts;

(g) all Files and Records;

(h) all Authorizations and Permits of or held by the Seller (to the extent transferrable to Buyer under applicable Law), including all Authorizations and Permits which are environmental permits, the Seller's DEP Permits, other operating permits and those items listed or described on Schedule 4.14 hereto; and

(i) all goodwill of the System.

Section 2.02. **Excluded Assets.** Notwithstanding anything herein to the contrary, the Acquired Assets shall not include the following (the "Excluded Assets"):

(a) all contracts, licenses and leases that are not Assigned Contracts;

(b) the seals, organizational documents, minute books, Tax Returns, books of account or other records having to do with the organization of Seller and all employee-related or employee benefit-related assets, files or records regarding any Personnel;

(c) cash and cash equivalents, including (i) accounts receivable attributable to services rendered by Seller as of or prior to the Closing Date and (ii) fees owed to Seller at or prior to the Closing Date for any Pending Development Plan but not yet paid to the Seller;

(d) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder;

(e) all rights to any outstanding lien related to non-payment by a System customer existing at or prior to the Closing Date and all actions, suits or claims of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise;

(f) all assets, properties and rights used by Seller other than those which primarily relate to the operations of the System;

(g) the assets, properties and rights specifically set forth on Schedule 2.02(g);

(h) the rights which accrue or will accrue to Seller under this Agreement and any related agreement, exhibit or schedule.

Section 2.03. **Sale Free of Liens.** After Buyer fulfills its obligations pursuant to Section 3.01(a), the Acquired Assets to be sold, conveyed, transferred, assigned and delivered by the Seller to Buyer, as herein provided, shall be on the Closing Date, free and clear of all Liens other than Permitted Liens and the revenues of the System shall be free and clear of any lien of a trustee for the benefit of the holders of any of the Outstanding Indebtedness except for any Outstanding Indebtedness assumed by the Buyer. Such Acquired Assets shall be conveyed by appropriate special warranty or other deed (subject to Section 6.02(c) below), bills of sale, endorsements, assignments and other instruments of transfer or conveyance described herein, and if not expressly described herein, then by transfer documents satisfactory in form and substance reasonably acceptable to Buyer and Seller and their counsel in their reasonable, good faith discretion. With respect to the Real Property, at Closing title to the same shall be insured by the Title Company, at the Title Company's filed rates, as a good and marketable title, free and clear of all Liens and exceptions to coverage, except for the Permitted Liens, pursuant to an owner's policy of title

insurance on the American Land Title Association's ("ALTA") Owner's Form 2006, subject to the terms of Section 6.02 below (the "Title Policy").

Section 2.04. Assumption of Liabilities.

(a) On the terms and conditions set forth in this Agreement and excluding the Excluded Liabilities, Buyer shall assume and agrees to pay, perform and discharge when due any and all liabilities and obligations of the Seller (1) arising under the Seller's DEP Permits (arising from, related to, or based on events or circumstances occurring on or after the Closing Date), and (2) arising out of or relating to the System or the Acquired Assets on or after the Closing, including, without limitation, the following:

(i) except as set forth in Section 7.03, all liabilities and obligations relating to employee benefits, compensation or other arrangements with respect to any Transferred Personnel arising on or after the Closing;

(ii) all liabilities and obligations under the other Assigned Contracts and Authorizations and Permits arising on or after the Closing; and

(iii) all other liabilities and obligations arising out of or relating to Buyer's ownership or operation of the System and the Acquired Assets on or after the Closing (all of the aforementioned liabilities in this Section 2.04(a) are referred to as the "Assumed Liabilities").

(b) At the Closing, to the extent the Seller is not released therefrom, Seller shall be indemnified against its obligations under the Assumed Liabilities in accordance with Section 8.03.

(c) Buyer shall not assume or be liable to pay any liabilities or obligations relating to the Excluded Liabilities or any other liabilities or obligations that are not Assumed Liabilities.

Section 2.05. Further Assurances. At any time and from time to time after the Closing Date, the Seller shall, upon the request of Buyer, and Buyer shall, upon the request of the Seller, at the cost of requesting Party, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate, (a) the sale, conveyance, transfer, assignment and delivery hereunder of the Acquired Assets to Buyer, (b) the assumption by Buyer of any of the Assumed Liabilities, (c) performance by the Parties of any of their other respective obligations under this Agreement, (d) the vesting in Buyer of all right, title and interest in the Acquired Assets and the System as provided herein, and (e) any other matters reasonably requested by a Party to carry out the provisions, purposes and intent of this Agreement.

Section 2.06. Certain Transfers; Assignment of Contracts.

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.06(a) and Section 2.06(b), to the extent that the sale, transfer, assignment, conveyance and delivery, or attempted sale, transfer, assignment, conveyance and delivery, to Buyer of any Assigned Contract or other Acquired Asset would result in a violation of

applicable Law, or would require the consent, authorization, approval or waiver of any Person (other than the Parties hereto), including any Governmental Authority, and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, transfer, assignment, conveyance and delivery, or an attempted sale, transfer, assignment, conveyance and delivery, thereof (any such Acquired Asset, a "Nonassignable Asset"). Following the Closing, the Seller and Buyer shall use commercially reasonable efforts (at the cost and expense of the Party that is responsible for compliance with such Law or obtaining such consent, authorization, approval or waiver), and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution, novation or amendment required to sell, transfer, assign, convey and deliver any such Nonassignable Asset to Buyer; *provided, however*, that in no event shall Buyer be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, the Seller shall sell, transfer, assign, convey and deliver to Buyer the relevant Acquired Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Any applicable sales, transfer and other similar Taxes in connection with such sale, transfer, assignment, conveyance and delivery shall be paid fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

(b) Until such time as a Nonassignable Asset is transferred to Buyer pursuant to this Article II, Buyer and the Seller shall cooperate in any commercially reasonable and economically feasible arrangements (such as subleasing, sublicensing or subcontracting) to provide to the Parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Nonassignable Asset to Buyer at the Closing and the performance by Buyer of its obligations with respect thereto, and so long as the Seller transfers and turns over all economic and beneficial rights with respect to each such Nonassignable Asset, Buyer shall, to the extent permitted under applicable Law and the terms of any applicable contract that constitutes a Nonassignable Asset, as agent or subcontractor for the Seller, pay, perform and discharge the liabilities and obligations of the Seller thereunder from and after the Closing Date, but only to the extent that such liabilities and obligations would constitute Assumed Liabilities if the applicable consent or approval had been obtained on or prior to the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under applicable Law, the Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Asset and all income, proceeds and other monies received by the Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II. This subsection (b) shall not apply to assets that are deemed to be Nonassignable Assets as a result of an order (or absence thereof) by the PAPUC.

(c) If, following the date hereof and prior to the Closing, Buyer identifies any contract to which the Seller is a party which is not set forth on Schedule 4.15 as of the date hereof, and Buyer reasonably determines such contract is necessary or useful to the operation of the System, Buyer shall give notice of such determination to the Seller and the Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.15 reflecting the addition of such contract, and such contract shall thereafter constitute and be deemed an "Assigned Contract" for all purposes hereunder.

(d) In the event that, during the twelve (12) month period following the Closing, Buyer identifies any contract to which the Seller was a party as of the Closing and which (i) was not set

forth on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary or useful to the operation of the System, the Seller shall, promptly following Buyer's written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such contract to Buyer for no additional consideration, and upon such assignment, such contract shall be deemed an Assigned Contract for all purposes hereunder.

(e) From the date of this Agreement until the Closing Date, the Seller shall collect accounts receivable and pay accounts payable in the ordinary course and in a manner consistent with its past practices.

ARTICLE III.

PURCHASE PRICE

Section 3.01. **Purchase Price.** The purchase price for the Acquired Assets shall be Eighteen Million Dollars (\$18,000,000) (the "Purchase Price") which shall be paid as follows at Closing:

(a) Within five (5) Business Days following the PaPUC's confirmation that the application for PaPUC Approval has been accepted as complete, Buyer shall deposit into escrow the sum of Five Hundred Thousand Dollars (\$500,000) (the "Deposit") to be held in accordance with the Deposit Escrow Agreement substantially in the form attached hereto as Exhibit D.

(b) Buyer shall provide for payment in full the total amount of Outstanding Indebtedness, as set forth on Schedule 3.01(b), by payment directly to the creditor(s) to which the Outstanding Indebtedness is owed with all amounts paid under this subsection (a) credited against the Purchase Price;

(c) Buyer shall pay the Seller by wire transfer of immediately available funds the balance of the Purchase Price (after taking into account the amount paid by the Buyer pursuant to Section 3.01(c)) to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days prior to the Closing Date.

(d) Final Billing: The Parties agree that the Buyer shall be entitled to all customer billings with respect to water customers services for the period on or after the Closing Effective Time, and the Seller shall be entitled to all such billings prior to the Closing Effective Time. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to the extent that either party collects billings that are attributable to service provided by the other party, the party holding the other party's billing collections shall pay such amount to the other party.

Section 3.02. **Fair Consideration.** The Parties acknowledge and agree that the consideration provided for in this Article III represents fair consideration and reasonable equivalent value for the sale and transfer of the Acquired Assets and the transactions, covenants

and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's-length good faith negotiations between the Parties and their respective Representatives.

Section 3.03. **Transfer Taxes.** Any and all deed stamps or transfer Taxes which may be due the Commonwealth of Pennsylvania or any political subdivision in connection with the sale, transfer, assignment, conveyance and delivery hereunder of the Acquired Assets to Buyer (collectively, "Transfer Taxes"), shall be borne fifty percent (50%) by Seller and fifty percent (50%) by Buyer. The terms hereof shall survive Closing.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF THE SELLER

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, the Seller represents and warrants, as of the Effective Date and as of the Closing Date (except to the extent any of the following representations and warranties specifically apply to or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

Section 4.01. **Organization.** The Seller is municipal authority, duly organized and existing under the MAA.

Section 4.02. **Power and Authority.** The Seller has (i) duly adopted an authorizing resolution authorizing the transactions contemplated herein, which remains in full force and effect, (ii) duly authorized and approved the execution and delivery of this Agreement and (iii) duly authorized and approved the performance by the Seller of its obligations contained in this Agreement. The Seller has all requisite power and authority to own, lease and operate the Acquired Assets and the System and has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

Section 4.03. **Enforceability.** This Agreement has been duly authorized, executed and delivered by the Seller and constitutes a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

Section 4.04. **No Conflict or Violation.** The execution and delivery of this Agreement by the Seller, the consummation of the transactions contemplated hereby and the performance by the Seller of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Seller under (i) any applicable Law or (ii) any agreement, instrument or document to which the Seller is a party or by which it is bound.

Section 4.05. **Consents and Approvals.** Schedule 4.05 sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection

with the execution and delivery of this Agreement by the Seller or the performance by the Seller of its obligations hereunder.

Section 4.06. **Undisclosed Liabilities** Except as set forth in Schedule 4.06, there are no material liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets, other than liabilities incurred in the ordinary course.

Section 4.07. **Absence of Certain Changes or Events**. Except as set forth on Schedule 4.07, since December 31, 2021 there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect and Seller has operated and maintained the System since December 31, 2021 in the normal course.

Section 4.08. **Tax Matters**. Except as set forth in Schedule 4.08 or as would not have a Material Adverse Effect, the Seller represents that Seller has timely paid all Taxes that may have been or may be due and payable by the Seller on or before the Closing Date, arising from the ownership or operation of the Acquired Assets or the System on or before the Closing Date.

Section 4.09. **Real Property**. All Real Property the Seller owns and uses in the operation of the System and all Easements are set forth on Schedule 4.09. There are no pending condemnation proceedings relating to any of the Real Property nor has Seller actually received any written threats of any condemnation proceedings, and, to the knowledge of Seller, no such proceedings are threatened. Seller has not received any written notices of any violations of any Law from any Governmental Authority with respect to the Real Property which has not been cured in all material respects.

Section 4.10. **Equipment and Machinery**. All material Equipment and Machinery included in the Acquired Assets is set forth and otherwise described on Schedule 4.10. Except as set forth in Schedule 4.10, the Seller has good title, free and clear of all Liens (other than the Permitted Liens and Liens which are released on or prior to Closing) to the Equipment and Machinery owned by Seller.

Section 4.11. **Employee Benefit Plans**.

(a) As used in this Agreement, the following terms have the meanings set forth below:

"Seller's Benefit Obligations" means all material obligations, arrangements, or practices, whether or not legally enforceable, to provide benefits, other than salary or wages to present or former directors, employees or agents, (other than obligations, arrangements and practices that are Seller's Plans), that are owed, adopted or followed by the Seller. Seller's Benefit Obligations also include consulting agreements under which the compensation paid does not depend upon the amount of service rendered, sabbatical policies, severance payment policies and fringe benefits within the meaning of Code §132.

"Seller's Plans" means each voluntary employees' beneficiary association under Section 501(c)(9) of the Code whose members include any Personnel and any employee benefit plans or any other retirement, profit sharing, stock option, stock bonus, deferred compensation (including any "nonqualified deferred compensation plan" within the meaning of Section 409A of

the Code), severance, sick leave or other material plan or arrangement providing benefits to current or former Personnel, in each case, if either currently in effect or terminated within the last six (6) years, to which the Seller is a plan sponsor or to which the Seller otherwise contributes or has contributed within the last six (6) years, or in which the Seller otherwise participates or has participated within the last six (6) years.

(b) Schedule 4.11(b) contains a true and complete list of all Seller's Plans and Seller's Benefit Obligations, including amounts owed to current or past employees for severance, unpaid and unused vacation pay or sick leave, or similar obligations. All such Seller's Plans and Seller's Benefit Obligations are in full force and effect and are in material compliance both as to form and operation, with applicable provisions of ERISA or the Code, and any other applicable Laws, and with any applicable collective bargaining agreement. To Seller's Knowledge, no event has occurred which has resulted or would likely be expected to result in the imposition of any liability on the Seller under the Code or other applicable Law with respect to any Seller's Plans or Seller's Benefit Obligations and there is no unfunded pension liability owed or owing to any Person pursuant to Seller's Plans that is required to be assumed by Buyer;

(c) Except as set forth in Schedule 4.11(c), the Seller does not sponsor, maintain, contribute to, nor is it required to contribute to, any "multiemployer plan" within the meaning of Section 14(f) of the Code, and has no liability of any nature, whether known or unknown, fixed or contingent, with respect to any such multiemployer plan;

(d) Except as set forth on Schedule 4.11(d), Seller does not sponsor, maintain, contribute to, nor is it required to contribute to, any medical, health, life or other welfare plan or benefits for present or future terminated or retired Personnel or their spouses or dependents, other than as required by COBRA, or any comparable state law, and has no liability of any nature, whether known or unknown, fixed or contingent, with respect to any such post-termination welfare benefits;

(e) The Seller is and has been in compliance in all material respect with the requirements of COBRA and is not subject to any excise Tax under Code Section 4980B for the current or any prior taxable year; and

(f) Except as set forth in Schedule 4.11(f), the Seller represents that it has not entered into any severance or similar arrangement with respect to any present or former Personnel that will result in any obligation (absolute or contingent) of Buyer to make any payment to any present or former Personnel following termination of employment, including the termination of employment effected by the transactions contemplated by this Agreement. The consummation of the transactions contemplated by this Agreement will not trigger any severance or other obligation of the Seller for which Buyer shall have any liability.

Section 4.12. **Personnel; Labor Matters.**

(a) Except as set forth on Schedule 4.12(a), the Seller shall timely pay, or cause to be timely paid, to the Personnel as required under its policies and/or by applicable Law for accrued but unused and unpaid vacation, sick leave and other benefits accrued as of the Closing Date.

(b) The Seller has not, in the past six (6) years, effectuated:

(i) a "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act ("WARN Act")) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the System; or

(ii) a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the System; nor has the System been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state or local Law.

(c) None of the Personnel has suffered an "employment loss" (as defined in the WARN Act) during the previous six months.

Section 4.13. **Environmental Compliance.** Except as set forth in Schedule 4.13, Seller represents:

(a) The System as currently operated by the Seller and all operations and activities conducted by the Seller with respect to the System are in compliance in all material respects with all applicable Environmental Requirements.

(b) The Seller has generated, used, handled, treated, stored and disposed of all Hazardous Materials in (i) compliance in all material respects with all applicable Environmental Requirements and (ii) a manner that has not given, and could not reasonably be anticipated to give, rise to Environmental Liabilities.

(c) The Seller has not received notice of any Environmental Claims related to the System that have not been fully and finally resolved, and to the knowledge of Seller no claims of Environmental Liabilities have been threatened allegedly arising from or relating to the System that have not been fully and finally resolved.

(d) Hazardous Materials are not present at or on the System or Acquired Assets, there has been no Release of Hazardous Materials at, on or from any part of the System or the Acquired Assets, in each case in a manner that violates any Environmental Requirements or has resulted in, or could reasonably be anticipated to give rise to, Environmental Liabilities.

(e) No Lien or activity use limitation or institutional control has been recorded affecting any Acquired Assets by any Governmental Authority due to either the presence of any Hazardous Material on or off the Acquired Assets or a violation of any Environmental Requirement.

(f) There are no underground storage tanks on or at any of the Acquired Assets. Any underground storage tanks previously located at the Acquired Assets have been removed or otherwise closed, plugged and abandoned in compliance with applicable Environmental Requirements in effect at the time of such closure and with the Pennsylvania Storage Tank and Spill Prevention Act of 1989 (35 Pa. C.S.A. § 6021.101 *et. seq.*).

(g) There is no PCB Equipment on or at any of the Acquired Assets. Any PCB Equipment that previously existed at the Acquired Assets has been flushed of polychlorinated biphenyls or has been removed and properly disposed of, in compliance with applicable Environmental Requirements, and any remaining PCB Equipment is labeled to the extent required under applicable Environmental Requirements and being managed in compliance with applicable Environmental Requirements.

(h) No Regulated Asbestos Containing Material exists in or on the Acquired Assets in an aggregate amount that would reasonably be expected to result in an Environmental Liability; and any Regulated Asbestos Containing Material is being managed in compliance with all applicable Environmental Requirements.

(i) The Seller has delivered to Buyer (1) all environmental site assessments or reasonable and accurate summaries thereof pertaining to the System, (2) all compliance audits or compliance assurance reviews prepared within the previous five (5) years or reasonable and accurate summaries thereof relating to compliance with Environmental Requirements by the System, and (3) reasonable and accurate summaries of, or all material documents pertaining to, any known and unresolved Environmental Liabilities incurred in relation to the System, to the extent possessed by or under the reasonable control of the Seller.

Section 4.14. **Authorizations and Permits.** Seller represents that (i) Schedule 4.14 lists or describes the Authorizations and Permits of Seller that are currently in full force and effect; (ii) the Seller has made true and complete copies of all Authorizations and Permits available to Buyer; and (iii) except as set forth on Schedule 4.14, the Seller is in compliance with all material terms, conditions and requirements of all Authorizations and Permits, except in each case where such violation or failure, individually or in the aggregate, would not have a Material Adverse Effect, and no proceeding is pending or, to the knowledge of the Seller threatened relating to the revocation or limitation of any of the Authorizations or Permits, other than those revocations or limitations which do not individually or in the aggregate have a Material Adverse Effect.

Section 4.15. **System Contracts.**

(a) Schedule 4.15 contains a complete and accurate list of all the Assigned Contracts.

(b) The Seller has made available to Buyer true and complete copies of all the foregoing Assigned Contracts.

(c) Seller further represents that all of the Assigned Contracts specified in Schedule 4.15 are in full force and effect. Seller has not, nor to the knowledge of the Seller has any other party thereto, breached any material provision of or defaulted under the material terms of, nor does any condition exist which, with notice or lapse of time, or both, would cause the Seller, or to the knowledge of Seller, any other party, to be in default under any Assigned Contract.

Section 4.16. **Compliance with Law; Litigation.**

(a) Seller has operated and is operating the System in compliance with all applicable Laws, Authorizations and Permits and is not in breach of any applicable Law, Authorization or

Permit that would have an adverse on the operations of the System or on the Buyer. There are no Authorizations or Permits from any Governmental Authority necessary for the operation of the System as currently being operated except for those Authorizations and Permits listed in Schedule 4.14.

(b) Except as disclosed to the Buyer prior to the Effective Date, there are no facts, circumstances, conditions or occurrences regarding the System that could reasonably be expected to give rise to any environmental claims or governmental enforcement actions that could reasonably be expected to have a Material Adverse Effect, and there are no past, pending or threatened environmental claims or governmental enforcement actions against the Seller that individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

(c) There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the knowledge of the Seller, threatened against the Seller prior to or at the Time of Closing, which will have an adverse effect on the operations of the System. As of the date of this Agreement, there is no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, pending nor, to the knowledge of the Seller, threatened against the Seller which could materially affect the validity or enforceability of this Agreement.

Section 4.17. **Broker's and Finder's Fees.** Seller represents that no broker, finder, or Person is entitled to any commission or finder's fee by reason of any agreement or action of Seller in connection with this Agreement or the transactions contemplated by this Agreement. Seller agrees to pay when due the fees and expenses of their financial and technical advisors.

Section 4.18. **Title to the Acquired Assets; Sufficiency.**

(a) Except as set forth on Schedule 4.18(a), the Seller has good and marketable title to, valid leasehold interest in or valid licenses to use, all of the Acquired Assets, free and clear of all Liens, other than Permitted Liens and Liens which will be fully and unconditionally released at or prior to Closing. The use of the Acquired Assets is not subject to any Liens, other than Permitted Liens, and such use does not encroach on the property or the rights of any Person.

(b) Except as set forth on Schedule 4.18(b), the Acquired Assets are sufficient for, and constitute all the assets, properties, business, goodwill and rights of every kind and description, and services required for, the continued conduct and operation of the System by Buyer in substantially the same manner as currently conducted and operated by Seller. Except for the Excluded Assets and except as set forth on Schedule 4.18(b), (i) the Acquired Assets, taken as a whole, comprise all the assets, properties, business, goodwill and rights of every kind and description used or held for use in, or useful or necessary to the operation of the System as currently operated by Seller, and (ii) there are no assets, properties, business, goodwill, rights or services used in the conduct or operation of the System that are owned by any Person other than Seller that will not be licensed or leased to Buyer under valid, current license arrangements or leases. None of the Excluded Assets are material to the System.

Section 4.19. **Pending Development Plans.** Schedule 4.19 sets forth a full and complete list of all Pending Development Plans as of the Effective Date. Each Pending Development Plan,

if consummated could result in the expansion of the Service Area. Seller provides no assurances whatsoever that any development or expansion of the Service Area associated with any Pending Development Plan will actually be undertaken or completed. The Parties expect that Schedule 4.19 will change from time to time between the Effective Date and Closing, and the Seller shall promptly provide updates to Schedule 4.19 upon the occurrence of any significant change, decision or development and shall further deliver such updates pursuant to Section 9.03.

For Pending Developments Plans pursuant to which public water improvements have not yet been dedicated to the Seller as of Closing but for which a land development agreement exists between the developer and the Seller including terms and requirements for dedication, the Seller shall complete the dedication process with the developer and in turn convey title to the subject water improvements to Buyer. This term shall survive Closing.

Section 4.20. **Land Development Agreements / Financial Security Agreements.** Schedule 4.20 sets forth a list of all Land Development / Financial Security Agreements existing as of the date hereof between Seller and any third party.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER

As a material inducement to the Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants to the Seller, as of the Effective Date and as of the Closing Date (except to the extent any of the following representations and warranties specifically apply or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

Section 5.01. **Organization.** The Buyer is a duly organized corporation, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

Section 5.02. **Authorization and Validity of Agreement.** The Buyer has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof. This Agreement has been duly authorized, executed and delivered by the Buyer and constitutes a valid and legally binding obligation of the Buyer, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

Section 5.03. **No Conflict or Violation.** The execution and delivery of this Agreement by the Buyer, the consummation of the transactions contemplated hereby and the performance by the Buyer of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Buyer under (i) any applicable Law, (ii) any material agreement, instrument or document to which the Buyer is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Buyer.

Section 5.04. **Consents and Approvals.** Schedule 5.04, sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of its obligations hereunder.

Section 5.05. **Broker's and Finder's Fees.** Buyer represents that no broker, finder or other third party is entitled to any commission or finder's fee in connection with this Agreement or the transactions contemplated by this Agreement.

Section 5.06. **Financial Wherewithal.** Buyer represents that upon Closing, and after giving effect to the consummation of the transactions contemplated hereby and the incurrence of any indebtedness in connection therewith, Buyer will have the financial ability and will have sufficient working capital for its needs and anticipated needs to operate the System as a certificated public utility system regulated by the PaPUC, authorized, among things, to provide water utility services to retail residential, commercial and industrial customers in the System.

Section 5.07. **Sufficient Funds.** Buyer represents that Buyer will have sufficient funds available at Closing to consummate the transactions contemplated by this Agreement, to pay the Purchase Price in accordance with Article III and expenses related to the transactions contemplated by this Agreement, and on and after Closing, to generally provide ownership, operation and capital for the operations and capital needs of the System following the Closing, and assuring that the customers of the System will receive safe, adequate and reliable water service equal to or better than such customers would have received without the transactions contemplated by this Agreement and at all times consistent with the provisions of the Pennsylvania Public Utility Code, 66 Pa. C. S. § 101 *et seq*, and applicable Law.

Section 5.08. **Independent Decision.** Except as expressly set forth in this Agreement, or any of the related agreements, Buyer acknowledges that (a) neither Seller nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of the System or information provided to Buyer, and (b) neither Seller nor any other Person shall have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer, or Buyer use of, any information regarding the System or Acquired Assets that has been furnished or made available to Buyer and its Representatives. Buyer acknowledges that other than as expressly set forth in this Agreement or any related agreement, Seller expressly disclaims any warranty of income potential, operating expenses, or costs of operation of any Acquired Assets or the System.

Section 5.09. **Scheduled Matters.** Buyer acknowledges that: (a) the inclusion of any matter on any Schedule shall not necessarily be deemed an admission by Seller that such listed matter is material or that such listed matter has or could have a material adverse effect or constitutes a material liability with respect to the Acquired Assets; (b) matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in such Schedules; and (c) such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

Section 5.10. **Independent Investigation.** Buyer acknowledges that it has conducted an independent investigation of the financial condition, assets, liabilities, properties and projected capital needs and operations of the System in making its determination as to the propriety of the transaction contemplated by this Agreement and, in entering into this Agreement and related agreements, has relied solely on the results of its investigation and on the representations and warranties of the Seller expressly contained in Article IV of this Agreement.

Section 5.11. **Litigation.** The Buyer is not in breach of any applicable Law that could have a material adverse effect on the operations of the System or the Buyer. Neither the Buyer nor any Affiliate of the Buyer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of Persons with which the Seller may not do business under applicable Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. Except as set forth on Schedule 5.11, there is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the knowledge of the Buyer, threatened against the Buyer prior to or at the Time of Closing, which will have a material adverse effect on (i) the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.

ARTICLE VI.

TITLE TO REAL ESTATE; UCC STATEMENTS

Section 6.01. **Evidence of Title.** Subject to Section 6.06, with respect to all Real Property, Buyer shall obtain at its sole cost and expense a commitment for a Title Policy (the "Title Commitment"), issued by a title insurance company selected by Buyer and licensed to insure title to real property by the Commonwealth of Pennsylvania (the "Title Company"). Promptly following the Effective Date, Buyer shall order the Title Commitment from the Title Company and shall provide Seller evidence of the order. Notwithstanding anything to the contrary in Section 6.02(a), a purported Objection Notice is void with respect to any parcel of Real Property if, within thirty (30) Business Days after the Effective Date, Buyer has not ordered the Title Commitment from the Title Company for such parcel of Real Property and provided Seller with evidence of the order.

Section 6.02. **Objections to Title.**

(a) **Notice of Objections.** Within thirty (30) Business Days of Buyer's receipt of the Title Commitment for any of the parcels of Real Property, Buyer shall deliver to Seller a true, correct and complete copy of the Title Commitment and true, correct, complete copies of all exception documents listed in the Title Commitment, along with Buyer's notice to Seller of any exceptions to title set forth on Schedule B of the Title Commitment to which Buyer objects (the "Objection Notice"). The exceptions listed in the Title Objection Notice are referred to as the "Title Objection Items." None of the following are Title Objection Items: (a) Permitted Liens, (b) items that pertain to Buyer or any requirements, conditions or obligations of Buyer, (c) matters of record that are set forth in the Title Commitment which Buyer has not identified in its Objection Notice and (d) standard Title Company exceptions (such as the "survey" exception). Any

Objection Notice which does not include a true, correct and complete copy of the Title Commitment and true, correct, complete copies of any and all exception documents listed in the Title Commitment is void. If Buyer provides Seller with an Objection Notice, Seller shall use its commercially reasonable efforts to have all of the Title Objection Items cured, satisfied or released of record, or bond over, by the Title Company (“Cure” or “Cured”) before or as of the Closing. At or before the Closing, Seller shall deliver written evidence to Buyer, in form and substance reasonably satisfactory to Buyer and at Seller’s cost and expense, evidencing that Seller has Cured all Title Objection Items.

(b) Liens. Without limiting Seller’s obligations pursuant to Section 6.02(a), before or as of the Closing, Seller shall, at its sole cost and expense, Cure any Lien encumbering the Real Property which can be Cured by the payment of money (other than Permitted Liens).

(c) Title Endorsements/Survey. Buyer shall pay for any endorsements required by Buyer or any mortgagee of Buyer to the Title Policy. If any survey is required by Buyer or its mortgagee, either as a condition to any endorsement or otherwise, Buyer shall pay to obtain the survey and all related costs and expenses. If Buyer obtains a survey of any Real Property and wants the deed to contain the legal description based on a survey, if the same is not identical to the legal description contained in Seller’s deed of record, Seller is not obligated to include the same in the deed to Buyer unless the survey is certified to Seller and such description is included in the deed on a “quitclaim” basis only and without warranty of title.

(d) License at Closing. Seller shall provide Buyer with a license agreement granting Buyer a license in all of Seller’s rights to access Real Property in order to allow Buyer to operate and maintain the System until such time as Buyer is provided title to such Real Property as provided for in this Agreement. For the avoidance of doubt, Seller shall provide such title as soon as reasonably practicable in accordance with Section 6.01.

(e) Insurable Claims. To the extent any Claim for Losses under Article VIII is an Insurable Claim, Buyer shall assert and pursue with reasonable diligence the Insurable Claim against the Title Company (which includes commencing litigation and diligently prosecuting the Insurable Claim to judgment) before pursuing a Claim for Losses under Article VIII. Following a non-favorable judgment that substantially denies the relief sought by Buyer from the Title Company in connection with the Insurable Claim (each a “Non-Favorable Judgment”), Buyer may, following such Non-Favorable Judgment, pursue Seller with a Claim for Losses under Article VIII (any Claim against Seller following an attempted Insurable Claim against the Title Company is a “Residual Title Claim”). Notwithstanding anything to the contrary in Article VIII, Buyer may assert a Claim for Losses based upon a Residual Title Claim within sixty (60) day of the Non-Favorable Judgment. For purposes of this Section 6.02(e), an “Insurable Claim” means a Claim that: (i) arises out of Buyer’s discovery of a title defect or encumbrance with respect to any of the Real Property following the Closing Date that materially restricts or prevents the use of such Real Property in the operation of the System; and (ii) is a claim against the Title Company under the Title Policy. Buyer acknowledges that any Claims that it could otherwise bring as a breach of a covenant of title under the special warranty deed to the Real Property is included within the Claim for Losses under Article VIII and is subject to the terms of this Section 6.02(e) of first pursuing the same as an Insurable Claim.

Section 6.03. **Title Expenses.** Irrespective of whether Closing occurs, Buyer shall pay all costs and expenses for obtaining the Title Commitment, Title Policy and any survey. Seller shall pay for all expenses to release, satisfy or bond over any Liens, and to effect the Cure of any Title Objection Items that Seller undertakes to Cure, including the cost of any title endorsement to insure Buyer against any adverse effect of such Title Objection Items.

Section 6.04. **UCC Search; Releases.** Not later than sixty (60) Business Days after the Effective Date, Buyer shall obtain at its sole cost and expense a Uniform Commercial Code search against Seller covering any of the personal property or fixtures included among the Acquired Assets from the Office of the Secretary of the Commonwealth of Pennsylvania and the Recorder of Mercer County, Pennsylvania (the "UCC Search"). On or before the Closing, Seller shall obtain at its sole cost and expense releases of any and all security interests in any of the Acquired Assets which are not Permitted Liens. Seller shall provide the form of the releases of any security interests to Buyer on or before the Closing Date.

Section 6.05. **Easements.**

(a) Within sixty (60) Business Days after the Effective Date, Seller shall, at its sole cost and expense, cause an abstractor selected by Seller and reasonably acceptable to Buyer and the Title Company (the "Abstractor") to perform a search of the public land records of Mercer County, based on Seller's records and plans of the System (and such other sources of information as are reasonably related thereto), by means of searching the grantee index in the names of Seller and such other searches as the Abstractor may reasonably make, to (i) identify and provide Buyer with title information on all recorded Easements, and (ii) together with Seller, identify all Missing Easements. During this process, as the Abstractor provides written search results to Seller (including updated versions of the Abstractor search result chart), Seller will promptly provide the same to Buyer for its review, and Seller shall, or shall cause the Abstractor to, provide Buyer with periodic updates (which shall occur no less frequently than bi-weekly) on the status of the activities set forth in the previous sentence. Within thirty (30) Business Days after the Effective Date, Seller shall engage an engineer to develop a map of all collection pipes, services, pump stations, manholes of the System and identify each parcel within the Service Area that Seller's water distribution facilities encroaches upon private property ("Easement Map"). The Easement Map will be used in connection with the Abstractor's report to identify the Missing Easements Seller is obligated to obtain under Section 6.05. Promptly after the Effective Date, Seller shall engage an engineer to develop a map of all collection pipes, services, pump stations, manholes of the System and identify each parcel within the Service Area that Seller's water distribution facilities encroaches upon private property for use in connection with the Abstractor's report to identify the Missing Easements.

(b) **Notice of Objections.** Within forty five (45) days of Buyer's receipt from the Seller (or the Abstractor or an engineer) of the information described in subsection 6.05(a), Buyer shall deliver to Seller written notice identifying the encumbrances on the Easements that, in Buyer's reasonable opinion, could materially and adversely restrict or prevent the use of the Easements in the operation of the System, (an "Easement Objection Notice"). Buyer shall not be permitted to include in its Easement Objection Notice any encumbrances that: (a) are Permitted Liens, (b) pertain to the Buyer or any requirements, conditions or obligations of the Buyer, or (c) are matters of record and set forth in the Abstractor's search results which Buyer has not identified in its

Easement Objection Notice (such exceptions objected to in the Objection Notice, the “Easement Objection Items.” If Buyer provides the Seller with an Easement Objection Notice, the Seller shall use commercially reasonable efforts to have the Easement Objection Items Cured, prior to or as of the Closing. At or prior to the Closing, the Seller shall deliver written evidence to Buyer, in form and substance reasonably satisfactory to Buyer, evidencing that Seller has Cured all objections identified in the Easement Objection Notice. In the event that Seller is unable to Cure any such Objection Item per this Section 6.05(b), Seller shall: (i) grant Buyer a license per Section 6.05(d); and (ii) indemnify Buyer for such inability per the terms of Article VIII hereof.

(c) If during the process of Abstractor’s review and investigation of the Mercer County land records, Seller determines, based on the Abstractor’s investigation, that there is a Missing Easement, Seller shall take any and all actions (including the use of its power of condemnation) to obtain any Missing Easements so that the same may be sold, assigned, transferred and conveyed to Buyer at the Closing pursuant to the terms and conditions of this Agreement. All costs and expenses incurred in connection with obtaining each Missing Easement (including any payment to a landowner in connection with condemnation, in lieu of condemnation or otherwise) shall be paid by Seller and no additional consideration is payable by Buyer for any Missing Easement. If Seller has not obtained all Missing Easements by the date that is sixty (60) Business Days after the date that Abstractor has completed its review of the County land records and delivered the last results to Seller (the “Abstract Completion Date”), then, no later than thirty (30) Business Days after the Abstract Completion Date (but in any event no later than thirty (30) days before the Closing), Seller shall commence and file in the Court of Common Pleas, Mercer County, a condemnation or eminent domain proceeding to obtain any and all such Missing Easements. For the purposes of clarity, upon obtaining each Missing Easement (including upon the final resolution of a condemnation proceeding), each Missing Easement that has been acquired or obtained by Seller will be considered an Easement.

(d) License at Closing. Seller shall provide Buyer with a license agreement granting Buyer a license in all of Seller’s rights to access Easement in order to allow Buyer to operate and maintain the System until such time as Buyer is provided title to such Easement as provided for in this Agreement.

(e) Escrow at Closing for Missing Easements. For all of the Missing Easements listed on attached Schedule 6.05(e) as of the Closing Date, Seller will have additional time following the Closing Date to secure and assign and transfer the Missing Easements to Buyer. Seller shall diligently pursue and deliver the Missing Easements on or before the third (3rd) anniversary of the Closing Date, subject to any extension as permitted by Escrow Agreement, in the form attached as Exhibit C, that will require, among other things, the funding of an escrow account in the amount of Two Thousand Dollars (\$2,000) per Missing Easements listed on attached Schedule 6.05(e) as of the Closing Date to secure the Seller’s obligations under this Agreement and the Escrow Agreement.

Section 6.06. Unscheduled Property. The Parties acknowledge that Seller may own interests in or have the legal right to use or occupy the Real Property and Easements that is necessary or essential to the operation of the System and that is not set forth on Schedule 4.09 (the “Unscheduled Real Property”). If the Parties discover before or after the Closing Date, one or more parcels of Unscheduled Real Property, the discovering Party shall notify the non-discovering

Party of the discovery. In addition to its obligations in Section 2.03, Seller shall convey, assign or otherwise transfer any rights to each parcel of Unscheduled Real Property, without additional consideration payable by Buyer, in such a manner as to provide Buyer with reasonable assurances that Buyer may use or occupy the Unscheduled Real Property as it was used by Seller as of the Effective Date.

ARTICLE VII.

OTHER AGREEMENTS

Section 7.01. **Taxes.** Except as hereinafter provided, the Seller shall pay any and all Taxes, if any, arising out of the ownership of the Acquired Assets and out of the operation of the System before the Closing.

Section 7.02. **Cooperation on Tax Matters.** The Seller shall furnish or cause to be furnished to Buyer, as promptly as practicable, whether before or after the Closing Date, such information and assistance relating to the System as is reasonably necessary for the preparation and filing by Buyer of any filings relating to any Tax matters.

Section 7.03. **Personnel Matters.**

(a) Subject to applicable Law, Buyer shall, or shall cause an Affiliate of Buyer to, offer employment effective on the Closing Date, to the Personnel set forth in Schedule 7.03 (a), subject to Buyer's existing standard hiring policies and procedures applicable to new employees, except with respect to benefits as otherwise provided in Section 7.03(c). The Personnel who accept such employment and commence employment on the Closing Date, shall be referred to in this Agreement as the "Transferred Personnel."

(b) Subject to applicable Law, Transferred Personnel shall be employees-at-will of Buyer. Buyer shall provide each of the Transferred Personnel compensation and benefits which are at least substantially comparable to, in the aggregate, to Seller's compensation and benefits as of the Effective Date (including paid vacation and sick time benefits). Nothing contained in this Section 7.03(b) shall constitute an amendment of, or an undertaking to amend, any employee benefit plans, programs or arrangements maintained by Buyer or its Affiliates or is intended to prevent Buyer or its Affiliates from amending or terminating any such employee benefit plan, program or arrangement in accordance with the terms thereof.

(c) Subject to the obligations of Seller under Law, Buyer's rights and obligations set forth in Section 7.03 and the Buyer's applicable employee benefit plan documents, with respect to employee benefit plans maintained by Buyer for the benefit of its employees (*i.e.*, paid vacation leave, Buyer's 401k savings plan), effective as of the Closing, Buyer shall recognize the Transferred Personnel's length of service with the Seller as if such service were with Buyer for eligibility and vesting under Buyer's then existing employee benefit plans and programs.

(d) Subject to applicable Law, effective as of the Closing, the Transferred Personnel shall cease active participation in the Seller's Plans. Seller shall remain liable for all eligible claims for benefits under the Seller's Plans that are incurred by Transferred Personnel prior to the Closing

Date. Subject to applicable Law, Seller shall remain liable to make any contributions to Seller's Plans related to, and/or to fund any retirement benefits accrued by, the Transferred Personnel prior to Closing.

(e) This Section 7.03 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 7.03, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 7.03. The Parties acknowledge and agree that the terms set forth in this Section 7.03 shall not create any right in any Transferred Personnel or any other Person to any continued employment with Buyer or any of its Affiliates or compensation or benefits of any nature or kind whatsoever, and shall not be deemed to restrict Buyer in the exercise of its independent business judgment in establishing or modifying any of the terms or conditions of the employment of the Transferred Personnel. Nothing contained in this Section 7.03 shall constitute an amendment of, or an undertaking to amend, any employee benefit plan, program or arrangement maintained by Buyer or its Affiliates or is intended to prevent Buyer or its Affiliates from amending or terminating any such employee benefit plan, program or arrangement in accordance with its terms.

(f) Notwithstanding anything in this Agreement to the contrary, it is expressly understood that Buyer will not acquire any asset, or assume any liability or obligation in connection with the transactions contemplated by this Agreement relating to any of the Seller's Plans, Seller's Benefit Obligations. Seller shall be solely responsible for any liability, funding obligation, claim or expense arising from the Seller's Plans, Seller's Benefit Obligations, both prior to, and after, the Closing Date, except as provided in Section 7.03(c).

(g) No later than the Closing Date, Seller shall transfer copies of all records pertaining to the employment of the Transferred Personnel to Buyer including, but not limited to, all personnel and human resources Files and Records.

Section 7.04. **Rates.**

(a) **Rates.** Buyer shall implement rates that are no higher than Seller's water rates then in effect at Closing, as reflected on Schedule 7.04(a) (the "Base Rate") as Buyer's effective water rates, provided that the rates reflected on Schedule 7.04(a) at Closing shall not be lower than those in effect on the date this Agreement is executed. Buyer shall apply its then-existing miscellaneous fees and charges (including its Distribution System Improvement Charge and State Tax Adjustment Surcharge), rules and regulations for water service as set forth in Buyer's tariff, as amended from time to time, within Seller's Service Area. Buyer intends to bill customers on a monthly basis, which Buyer will prorate accordingly.

(b) **PaPUC Approval.** The rate provisions of Section 7.04(a) shall be part of the Buyer's requested PaPUC Governmental Approval.

Section 7.05. **Buyer Taxpayer.** From and after the Closing Date, Buyer acknowledges that, upon conveyance of the Acquired Assets to Buyer, the Buyer will be subject to, among other Taxes, real estate Taxes, which shall be paid by Buyer.

Section 7.06. **PaPUC Approval.**

(a) Promptly after the Effective Date, Buyer covenants and agrees to timely initiate and faithfully prosecute the necessary proceedings to obtain from the PaPUC (i) the issuance of certificates of public convenience to Buyer to provide water service in the Service Area and (ii) the approval of the acquisition of the System by Buyer under terms and conditions that are reasonably acceptable to Seller and Buyer. Seller shall cooperate with and assist the Buyer in proceedings before the PaPUC.

(b) Buyer and Seller hereby agree that the procedures for determining fair market value of the System and Acquired Assets outlined in subsection (a) of Section 1329 of Title 66 of the Pennsylvania Consolidated Statutes (“Section 1329”) shall be utilized and filed with the PaPUC as contemplated by Section 1329.

(c) The Parties agree that the fees and expenses related to engaging the licensed engineer for such Section 1329 determination shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

(d) To the extent requested by the Buyer, Seller agrees to participate in any proceedings before the PaPUC as an intervenor and active party. Seller shall have the right to be represented by the counsel of their choice in any such proceedings.

Section 7.07. **Utility Valuation Experts.** Buyer and Seller agree that each will be responsible for the costs associated with their respective Utility Valuation Expert for the preparation and completion of their respective Utility Valuation Expert’s appraisal report and any additional work by their respective Utility Valuation Expert necessary to assist in the processing and prosecution of the application to the PaPUC in regard to this transaction under Section 1329.

Section 7.08. **Remedies for Breach of Article VII Agreements.** In the event of a breach by Buyer of any of the covenants and agreements set forth in this Article VII, in addition to all other rights and remedies available at law or in equity, including specific performance and/or injunctive relief, Seller shall also be entitled to commence proceedings before the PaPUC seeking enforcement of such covenants and agreements.

Section 7.09. **Compliance and Operational Reports**

After the Effective Date and through the Closing Date, Seller shall provide Buyer with periodic reports at Buyer’s request to the person designated by Buyer, disclosing any and all material compliance or operational deficiencies that occurred during the previous month. During the same period, Seller shall also provide Buyer with copies of all reports filed with PaDEP regarding the System, when available.

Section 7.10. **Pre-Closing Inspection.** Buyer shall have the right at any time within the last thirty (30) days prior to Closing, upon five (5) Business Days’ written notice to Seller, to perform a physical inspection of the Acquired Assets to confirm that the condition of the Acquired Assets is at least as good as the condition that existed as of the Effective Date, normal wear and tear excepted.

Section 7.11. **Certain Restrictions, Right of First Refusal.**

(a) Buyer hereby acknowledges and agrees that for a period beginning on the Closing Date and ending on three years following the Closing Date (the “ROFR Period”), the Seller shall have a right of first refusal with respect to a Sale Transaction, as set forth in this Section 7.11.

(b) Buyer and Seller agree that if Buyer receives a Proposal that, if consummated, would qualify as a Sale Transaction, the Seller shall have the right to purchase the System Assets on substantially the same or better terms and conditions contained in the Proposal. Buyer shall provide the terms of the Proposal to the Seller within twenty (20) calendar days of receiving such Proposal, along with any information provided to the party that submitted the Proposal (but, in every case, limited to information pertaining to the System only) (the “Proposal Notice”). Seller shall have no right to any information or diligence material other than what Buyer is required to include with the Proposal Notice. Seller shall then have an irrevocable and exclusive option to exercise the option to purchase the System Assets provided in this Section 7.11 by delivering written notice to Buyer (the “Exercise Notice”) within ninety (90) calendar days after the date of the Proposal Notice (the “Sale Proposal Review Period”). Delivery of the Exercise Notice by the Seller shall be a binding obligation on the Seller to acquire the System Assets on the terms and conditions contained in the Proposal. If Buyer does not receive an Exercise Notice along with evidence that the Seller has approved the acquisition in accordance with applicable law, all prior to the expiration of the Sale Proposal Review Period, the Seller shall be deemed to have refused to exercise its rights under this Section 7.11 and those rights shall terminate immediately.

(c) Buyer acknowledges and agrees that irreparable damage would occur and the Seller would not have an adequate remedy at law in the event that any of the provisions of this Section 7.11 were not performed by them in accordance with their specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy, and therefore fully intend for specific performance to be the principal remedy for breaches of this Section 7.11. It is accordingly agreed that the Seller shall be entitled to an injunction or injunctions to prevent breaches of this Section 7.11 and to enforce specifically the performance of terms and provisions of this Section 7.11 without proof of actual damages, this being in addition to any other remedy to which the Seller and/or its designee are entitled at law or in equity. Buyer further agrees not to assert that a remedy of specific performance is unenforceable, invalid, contrary to applicable Law or inequitable for any reason, nor to object to a remedy of specific performance on the basis that a remedy of monetary damages would provide an adequate remedy for any such breach.

ARTICLE VIII.

INDEMNIFICATION

Section 8.01. **Survival.** All representations and warranties contained in this Agreement survive until twelve (12) months following the Closing Date, except that (a) the representations and warranties of Seller set forth in Section 4.01 (Organization), Section 4.02 (Power and Authority), Section 4.03 (Enforceability) and Section 4.17 (Brokers’ and Finders’ Fees) (collectively, the “Seller Fundamental Representations”) survive the Closing indefinitely or until the latest date permitted by Law, and (b) the representations and warranties of Buyer set forth in Section 5.01 (Organization), Section 5.02 (Authorization and Validity of Agreement), and Section

5.05 (Brokers' and Finders' Fees) (collectively, the "Buyer Fundamental Representations") survive the Closing indefinitely or until the latest date permitted by Law. The covenants and agreements of the Parties contained in this Agreement survive the Closing indefinitely or for the shorter period explicitly specified therein, except that for those covenants and agreements that survive for a shorter period, breaches thereof survive indefinitely or until the latest date permitted by Law. Notwithstanding the preceding sentences, (x) any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement survives the time at which it would otherwise terminate pursuant to the preceding sentences, if notice of the inaccuracy or breach thereof giving rise to such right of indemnity has been given to the Party against whom such indemnity may be sought before such time, and (y) nothing contained in this Section 8.01 limits in any way any rights a Party may have to bring claims grounded in fraud, intentional misrepresentation or willful misconduct, which rights survive the Closing indefinitely.

Section 8.02. **Indemnification by Seller.** To the maximum extent permitted by Law and subject to the terms and conditions of this Article VIII, Seller shall indemnify, defend and hold harmless, Buyer and its successors and Affiliates and their respective employees, officers, directors, trustees and agents (the "Buyer Indemnified Persons"), from and against any and all claims for Losses arising from or relating to: (a) any misrepresentation as to, or any inaccuracy in, any of the representations and warranties of Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Seller before the Closing pursuant to this Agreement (without regard to any materiality, Material Adverse Effect or related qualifications in the relevant representation or warranty (except where such provision requires disclosure of lists of items of a material nature or above a specified threshold)); (b) any material breach or nonfulfillment of any of the covenants or agreements of Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Seller before the Closing pursuant to this Agreement; or (c) any Excluded Liability or Excluded Asset.

Section 8.03. **Indemnification by Buyer.** To the maximum extent permitted by Law and subject to the terms and conditions of this Article VIII, Buyer shall defend, indemnify and hold harmless Seller and its successors and Affiliates and each of their respective employees, officers, directors and agents (the "Seller Indemnified Persons") from and against any and all claims for Losses arising from or relating to: (a) any material misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of Buyer contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Buyer pursuant to this Agreement; (b) any material breach of any of the covenants or agreements of Buyer contained in this Agreement or in any exhibit, schedule certificate or other instrument or document furnished or to be furnished by Buyer pursuant to this Agreement; (c) any Assumed Liability as and when payment and performance is due, including without limitation any liability related to any claims by any Governmental Authority; (d) Buyer's actions involving Environmental Laws, Hazardous Materials or environmental claims from and after the Closing Date; or (e) the ownership, operation or control of the Acquired Assets or the System from and after the Closing Date.

Section 8.04. **Indemnification Procedure.**

(a) Third Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a Party or an Affiliate of a Party or a Representative of foregoing Party (a “Third Party Claim”) against such Indemnified Party with respect to which the Indemnifying Party may be obligated to provide indemnification under this Agreement, the Indemnified Party shall promptly notify the Indemnifying Party thereof. The failure to give such prompt notice does not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party may participate in, or by giving notice to the Indemnified Party (and subject to the other requirements herein) to assume the defense of any Third Party Claim at the Indemnifying Party’s expense and by the Indemnifying Party’s own counsel (which counsel must be reasonably acceptable to the Indemnified Party), so long as (i) the Indemnifying Party notifies the Indemnified Party, within ten (10) Business Days after the Indemnified Party has given notice of the Third Party Claim to the Indemnifying Party (or by such earlier date as may be necessary under applicable procedural rules in order to file a timely appearance and response) that the Indemnifying Party is assuming the defense of such Third Party Claim, and if the Indemnifying Party assumes control of such defense it must first agree and acknowledge in such notice that the Indemnifying Party is fully responsible (with no reservation of any rights other than the right to be subrogated to the rights of the Indemnified Party) for all Losses relating to such Third Party Claim, (ii) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently and at its own cost and expense, and (iii) the Third Party Claim (A) does not involve injunctive relief, specific performance or other similar equitable relief, any claim in respect of Taxes, any Governmental Authority, any criminal allegations, or any potential damage to the goodwill, reputation or overriding commercial interests of Buyer or its Affiliates, (B) is not one in which the Indemnifying Party is also a party and joint representation would be inappropriate or there may be legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party, or (C) does not involve a claim which, upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend. The Indemnified Party shall reasonably cooperate in good faith in such defense. If the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.04(b), it may take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party may, at its own cost and expense, participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party’s right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as specified in this Agreement, the Indemnified Party may, subject to Section 8.04(b), pay, compromise, and defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Seller and Buyer shall reasonably and in good faith cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party or management

employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as specified in this Section 8.04(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall promptly notify the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within fifteen (15) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 8.04(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims. Any claim by an Indemnified Party with respect to any Loss which does not arise or result from a Third Party Claim (a “Direct Claim”) must be asserted by the Indemnified Party giving the Indemnifying Party prompt notice thereof. The failure to give such prompt notice does not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party must describe the Direct Claim in reasonable detail and indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. During such thirty (30) day period, the Indemnified Party shall reasonably cooperate and assist the Indemnifying Party in determining the validity and amount of such Direct Claim. If the Indemnifying Party does not so respond within such thirty (30) day period, by delivery of notice disputing the basis or amount of the Direct Claim, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement. If the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such Direct Claim, the Parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute may be resolved by litigation in an appropriate court of jurisdiction determined pursuant to this Agreement.

Section 8.05. Limitations on Indemnification Obligations.

(a) Subject to the other limitations contained in this Section 8.05, neither Buyer nor Buyer Indemnified Persons shall seek indemnification pursuant to Section 8.02(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement or for breach of

Seller's Fundamental Representations) unless the aggregate amount of Losses incurred by Buyer and Buyer Indemnified Persons under this Agreement exceeds One Percent (1%) of the Purchase Price (the "Threshold Amount"), in which case Seller will then be liable only for Losses in excess of the Threshold Amount, except that the limitations contained in this Section 8.05(a) do not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

(b) Subject to the other limitations contained in this Section 8.05 neither Seller nor the Seller Indemnified Persons shall seek indemnification pursuant to Section 8.03(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Losses incurred by Seller and Seller Indemnified Persons under this Agreement exceeds the Threshold Amount, in which case Buyer will then be liable only for Losses in excess of the Threshold Amount, except that the limitations contained in this Section 8.05(a) do not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

(c) Except in the case of fraud, intentional misrepresentation or willful misconduct (for which all applicable legal and equitable remedies will be available to Buyer), the Buyer Indemnified Parties shall only be entitled to assert claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations, which are not limited by this Section 8.05(c)) up to the aggregate amount of Five Percent (5%) of the Purchase Price (the "Liability Cap"), which represents the sole and exclusive remedy of Buyer and the other Buyer Indemnified Parties for any such claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations or in the case of fraud, intentional misrepresentation or willful misconduct which are not subject to the Liability Cap, but is capped at the Purchase Price).

(d) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss is limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses before seeking indemnification under this Agreement.

(e) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss will be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(f) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(g) Subject to the provisions of Sections 3.01, 7.08, 15.11 and any other provisions for equitable relief and/or specific performance, the Parties' sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or

obligation set forth herein or otherwise relating to the subject matter of this Agreement, the Parties shall pursue pursuant to the indemnification provisions set forth in this Article VIII. Each Party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Party and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII. Nothing in this Section 8.05(g) limits any Party's right to seek and obtain any equitable relief and/or specific performance pursuant to this Agreement.

Section 8.06. **Knowledge of Breach.**

Neither Party shall be liable for any Losses based upon or arising out of any inaccuracy in or breach of any representations or warranties of such Party contained in this Agreement if the Party claiming such Losses had actual Knowledge of such inaccuracy or breach before the Closing.

ARTICLE IX.

PRE-CLOSING COVENANTS OF THE SELLER

Section 9.01. **Operation of the System.** Except as otherwise expressly permitted by this Agreement, as required by applicable Law or with the prior written consent of Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), from the Effective Date until the Closing, the Seller shall (i) operate and manage the System only in the ordinary course of business in accordance with past practices and procedures, (ii) comply in all respects with all applicable Laws and Authorizations and Permits, and (iii) use commercially reasonable efforts to maintain and preserve intact the business and assets of the System and preserve the rights, franchises, goodwill and relationships of the Seller and the System and their customers, lenders, suppliers, regulators and others having business relationships with the Seller and the System.

Section 9.02. **Cooperation.** Seller shall reasonably cooperate with Buyer and its employees, attorneys, accountants and other agents and, generally, act in reasonably good faith to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 9.03. **Supplements and Updates.** After the Effective Date, the Seller shall promptly deliver to Buyer any supplemental information updating the information set forth in the representations and warranties set forth in Article IV of this Agreement (and the Schedules referenced therein) so that such representations and warranties and Schedules as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. At least ten (10) Business Days of having Knowledge of the same, but in no event later than (3) Business Days before the Closing Date, the Seller shall advise Buyer of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained in this Agreement. For the avoidance of doubt, no such supplemental information or facts provided pursuant to this Section 9.03 shall be deemed to alter any Schedules without the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed).

Section 9.04. **Governmental Approvals.** Promptly after the execution of this Agreement, or as required by Law, except as otherwise expressly provided herein, the Seller shall file all applications and reports that are required to be filed by Seller with any Governmental Authority as provided on Schedule 4.05 to the Buyer. Seller shall also promptly provide all information that any Governmental Authority may require in connection with any such application or report. The Seller shall use all commercially reasonable efforts to obtain all consents and approvals of any kind from any person in connection with the transactions contemplated hereby. All authorizations of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement shall have been obtained in form and content reasonably satisfactory to Buyer prior to Closing and shall be final and non-appealable. In the event a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and Seller may still mutually agree to proceed to consummate the transaction.

Section 9.05. **Pending Development Plan Agreements / Future Developments.** Seller shall enforce all of its rights and the counterparties' obligations under any agreements relating to Pending Development Plans in existence as of the Effective Date, which shall not be amended without notice to and the consent of Buyer, which consent shall not be unreasonably withheld and such consent shall be provided by Buyer to Seller within fifteen (15) days of notice from Seller or this consent requirement shall be deemed waived by Buyer after such date. After the Effective Date, Seller shall not enter into any new agreements (including land development agreements and financial security agreements) with landowners regarding the construction of any water facilities which, upon completion of construction, will be transferred to Buyer pursuant to Section 2.01 above without notice to and the consent of Buyer, which consent shall not be unreasonably withheld and such consent shall be provided by Buyer to Seller within fifteen (15) days of notice from Seller or this consent requirement shall be deemed waived by Buyer after such date. For the avoidance of doubt, any attempt by Buyer to withhold consent for entry into any amendment or new agreement by Seller pursuant to this Section 9.05 that is, in the opinion of Seller's solicitor, required pursuant to the Pennsylvania Municipal Planning Code shall be unreasonable.

ARTICLE X.

PRE-CLOSING COVENANTS OF BUYER

Buyer covenants and agrees to comply with the following provisions:

Section 10.01. **Actions Before the Closing Date.** Buyer shall not take any action which shall cause it to be in breach of any representation, warranty, covenant or agreement contained in this Agreement or cause it to be unable to perform in any material respect its obligations hereunder, and Buyer shall use commercially reasonable best efforts (subject to any conditions set forth in this Agreement) to perform and satisfy all conditions to Closing to be performed or satisfied by Buyer under this Agreement, including action necessary to obtain all consents and approvals of third parties required to be obtained by Buyer to effect the transactions contemplated by this Agreement.

Section 10.02. **Governmental Approvals.** Promptly after the execution of this Agreement, or as required by Law, except as otherwise expressly provided herein, Buyer shall file all applications and reports which are required to be filed by Buyer with any Governmental

Authority as provided on Schedule 5.04. Buyer shall also promptly provide all information that any Governmental Authority may reasonably require in connection with any such application or report. Buyer shall use all commercially reasonable efforts to obtain all required consents and approvals of any kind from any person in connection with the transactions contemplated hereby.

Section 10.03. **Cooperation**. Buyer shall reasonably cooperate with the Seller and their employees, attorneys, accountants and other agents and, generally, do such other acts and things in good faith as may be reasonable to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated in accordance with the provisions of this Agreement.

Section 10.04. **Supplements and Updates**. Buyer shall promptly deliver to the Seller any supplemental information updating the information set forth in the representations and warranties set forth in Article V of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. At least three (3) Business Days prior to the Closing Date, Buyer shall advise the Seller of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein.

ARTICLE XI.

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLER

The obligation of the Seller to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by the Seller in its sole discretion:

Section 11.01. **Consents and Approvals**.

(a) Receipt of all required non-governmental third party consents and any other approvals necessary to consummate the transactions contemplated by this Agreement set forth in Schedule 11.01(a) and all consents, waivers, authorizations and approvals of any Governmental Authority required pursuant to Section 4.05; and

(b) Receipt of any required environmental and other Governmental Approvals required for transfer and operation of the System by Buyer, with terms and conditions reasonably acceptable to Buyer, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals shall be final (and not subject to any appeal and any applicable appeal period having expired).

Section 11.02. **Representations and Warranties of Buyer**. The representations and warranties made by Buyer in Article V shall be true and correct on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct as of such specified date), and the Seller shall have received a certificate to the effect of the foregoing from a duly authorized officer of Buyer dated as of the Closing Date.

Section 11.03. **PaPUC Approval.** PaPUC shall have issued a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to the Seller and Buyer. In the event a party to the PaPUC proceeding appeals or files a petition for reconsideration of PaPUC authorization of the transaction, the Buyer and Seller may still mutually agree to proceed to consummate the transaction.

Section 11.04. **No Injunctions.** Neither the Seller nor Buyer shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

Section 11.05. **Performance of the Obligations of Buyer.** Buyer shall have performed all obligations required under this Agreement to be performed by Buyer on or before the Closing Date, and the Seller shall have received a certificate to that effect from Buyer dated the Closing Date.

Section 11.06. **Deliveries by Buyer.** Buyer shall have made delivery to the Seller of the documents and items specified in Section 13.03 herein.

Section 11.07. **No Material Adverse Effect.** There shall not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

ARTICLE XII.

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligation of Buyer to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Buyer in its sole discretion:

Section 12.01. **Consents and Approvals.**

(a) Receipt of all required material, non-governmental third party consents and any other approvals necessary or advisable to consummate the transactions contemplated by this Agreement set forth in Schedule 11.01(a) and all consents, waivers, authorizations and approvals of any Governmental Authority required pursuant to Section 5.04; and

(b) Receipt of any required environmental and other Governmental Approvals required for transfer and operation of the System by Buyer, with terms and conditions reasonably acceptable to Buyer, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals shall be final (and not subject to any appeal and any applicable appeal period having expired).

Section 12.02. **Representations and Warranties of Seller.** The representations and warranties made by the Seller in Article IV of this Agreement shall be true and correct on and as of the Closing Date (except for representations and warranties expressly stated to relate to a specific date, in which case each such representation and warranty shall be true and correct as of

such earlier date), and the Buyer shall have received a certificate to that effect from the Seller dated as of the Closing Date.

Section 12.03. **PaPUC Approval.** PaPUC shall have issued a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to the Seller and Buyer. In the event a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and Seller may still mutually agree to proceed to consummate the transaction.

Section 12.04. **No Injunctions.** Neither the Seller or Buyer shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

Section 12.05. **No Material Adverse Effect.** There shall not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

Section 12.06. **Deliveries by Seller.** Seller shall have made delivery to Buyer of the documents and items specified in Section 13.02 herein.

Section 12.07. **Performance of the Obligations of Seller.** Seller shall have performed in all material respects all obligations required under this Agreement to be performed by Seller on or before the Closing Date, and Buyer shall have received a certificate to that effect from Seller dated the Closing Date.

ARTICLE XIII.

CLOSING

Section 13.01. **Closing Date.** The Closing will take place at a place in Pennsylvania that is mutually agreed upon by the Parties, at 10:00 a.m. Eastern Standard Time on the earliest agreed upon date or within twenty (20) Business Days after the date upon which all the conditions precedent to Closing described in this Agreement have been fulfilled or waived and Buyer and Seller receive the last of the required consents, waivers, authorizations and approvals from the Governmental Authorities, in each case, for the transactions contemplated by this Agreement, or at such other place and time, by such other method, or on such other date, as may be mutually agreed to by the Parties (the "Closing Date"). The Closing will be effective at 12:01 a.m., Eastern time zone, on the day following the Closing Date (the "Closing Effective Time").

Section 13.02. **Deliveries by Seller.** At the Closing, the Seller shall have delivered or cause to be delivered to Buyer executed copies of the following agreements, documents and other items:

(a) A Bill of Sale transferring all of the Acquired Assets comprising personal property, in the form attached hereto as Exhibit A;

(b) Possession of the Acquired Assets, including without limitation, the Real Property, the Easements and an interest in the Missing Easements (including a license from Seller to Buyer);

(c) A duly executed counterpart to an Assignment and Assumption Agreement with respect to the Assumed Liabilities (the "Assignment and Assumption Agreement"), in the form attached hereto as Exhibit B;

(d) The consents to transfer all of the Assigned Contracts and Authorizations and Permits (including environmental Authorizations and Permits), to the extent required hereunder;

(e) One or more special warranty or other deeds in recordable form reasonably acceptable to Buyer transferring fee simple title of Real Property;

(f) Copies or originals of all Files and Records, materials, documents and records in possession of the Seller relating to the Real Property or the Assigned Contracts;

(g) Certificate of the Seller pursuant to Section 12.02 of this Agreement;

(h) Certificate of the Seller pursuant to Section 12.07 of this Agreement;

(i) Any documents duly executed by Seller required by the Title Company to issue final owner's title policies in accordance with the procedures set forth in Article VI;

(j) A duly executed counterpart to the Escrow Agreement;

(k) All such other instruments of conveyance or other documents as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Acquired Assets in accordance with this Agreement or to carry out the terms of this Agreement, duly executed and acknowledged by Seller, if necessary, and in a recordable form.

(l) A form W-9 properly completed by the Seller;

(m) Simultaneously with Closing, evidence of UCC-3 termination statements filed with the Secretary of State of the Commonwealth of Pennsylvania releasing all liens held in the Acquired Assets by or on behalf of the Lender;

(n) An executed release, in form and substance acceptable to the Buyer, from the Lender confirming the discharge of the Outstanding Indebtedness and release of any and all security interests in any of the Acquired Assets which are not Permitted Liens, subject only to the receipt by the Lender of the Payoff Amount at Closing; and

(o) Copies of the duly adopted ordinance(s) and resolution(s) of the Seller authorizing the transactions contemplated by this Agreement.

Section 13.03. **Deliveries by Buyer.** At the Closing, Buyer shall have delivered or caused to be delivered to the Seller the following agreements, documents and other items:

(a) Payment in full of the Purchase Price;

(b) A duly executed counterpart to the Assignment and Assumption Agreement;

- (c) Certificate of Buyer pursuant to Section 11.02 of this Agreement;
- (d) Certificate of Buyer pursuant to Section 11.05 of this Agreement;
- (e) Evidence of PaPUC approval as provided in Section 12.03;
- (f) A duly executed counterpart to the Escrow Agreement; and
- (g) All such other instruments of assumption as shall, in the reasonable opinion of Seller and its counsel, be necessary for Buyer to assume the Assumed Liabilities in accordance with this Agreement.

ARTICLE XIV.

TERMINATION

Section 14.01. **Events of Termination.** This Agreement may, by notice given in the manner hereinafter provided, be terminated and abandoned at any time prior to completion of the Closing:

- (a) By the mutual consent of the Seller and the Buyer;
- (b) By either the Seller or the Buyer if:
 - (i) the Closing shall not have occurred on or prior to the Outside Date; or
 - (ii) any Governmental Authority shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the material transactions contemplated by this Agreement and such order, decree, ruling or other action will have become final and non-appealable; provided, however, that the party seeking termination pursuant to this clause (b) of this Section 14.01 is not in breach in any material respect of any of its representations, warranties, covenants or agreements contained in this Agreement;
- (c) By the Seller (if Seller is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by the Buyer pursuant to the terms of this Agreement or of any representation or warranty of the Buyer contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following written notice thereof by the Seller to the Buyer or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XI of this Agreement not being satisfied (which condition has not been waived by the Seller in writing); or
- (d) By the Buyer (if Buyer is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by the Seller pursuant to the terms of this Agreement or of any representation or warranty of the Seller contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following written notice thereof by the Buyer to the Seller or if such

breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XII of this Agreement not being satisfied (which condition has not been waived by the Buyer in writing).

This Agreement may not be terminated after completion of the Closing.

Section 14.02. **Effect of Termination**. If this Agreement is terminated by the Seller or the Buyer pursuant to Section 14.01, written notice thereof will forthwith be given to the other and all further obligations of the parties hereto under this Agreement will terminate without further action by either party and without liability or other obligation of either party to the other party hereunder; provided, however, that no party will be released from liability hereunder if this Agreement is terminated and the transactions abandoned by reason of any willful breach of this Agreement.

ARTICLE XV.

MISCELLANEOUS

Section 15.01. **Confidentiality**. Except as and to the extent required by applicable Law (including but not limited to the Pennsylvania Right-To-Know Act at 65 Pa § 67.101) or pursuant to an order of a court of competent jurisdiction and as required hereunder to obtain any and all required Governmental Approvals, neither Party hereto shall, directly or indirectly, disclose or use (and no party shall permit its representatives to disclose or use) any Confidential Information with respect to the other Party furnished, or to be furnished, by such other Party hereto or its shareholders, directors, officers, agents, or representatives to the other Party hereto or its employees, directors, officers, agents or representatives in connection herewith at any time or in any manner other than in connection with the completion of the transactions contemplated by this Agreement and related transactions.

Section 15.02. **Public Announcements**. Subject to applicable Law or listing rules of an exchange on which Buyer's parent corporation's stock is listed, and except as otherwise set forth herein, the initial public announcement relating to the transactions contemplated herein will be mutually agreed upon and jointly made by the Parties.

Section 15.03. **Notices**. All notices, other communications and approvals required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be addressed as follows:

in the case of the Seller:

Greenville Municipal Water Authority
44 Clinton Street
Greenville, PA 16125
tcstrahler@gmail.com
Attention: Thomas Strahler, Chairman

with a copy to:

James E Douglas, Esq.

Douglas, Joseph & Olson
409 N. Hermitage Road
Hermitage, PA 16148
jedouglas@douglasjoseph.com

in the case of the Buyer:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Marc A. Lucca, President
malucca@aquaamerica.com

with a copy to:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Frances Orth, Esq., Vice President, Senior Managing Counsel
fporth@aquaamerica.com

or such other persons or addresses as a Party may from time to time designate by notice to the other Party. A notice, other communication or approval shall be deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after ordinary office hours (time of place of receipt), the notice, other communication or approval shall be deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by United States registered or certified mail.

Section 15.04. **Headings.** The article, section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 15.05. **Severability.** If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 15.06. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this

Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other Party.

Section 15.07. **Amendments; Waivers.** This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. The Buyer and Seller agree that in the course of seeking PaPUC Approval of the transaction, the Buyer and Seller may agree to renegotiate the Purchase Price if the Buyer and Seller agree that a renegotiated Purchase Price would facilitate the approval of the transaction. Any renegotiated Purchase Price will be agreed to in writing between Buyer and Seller, and submitted to the PaPUC for approval.

Section 15.08. **Parties in Interest; Third Party Beneficiary.** Except as hereinafter provided, this Agreement is not intended to and shall not be construed to create upon any Person other than the Parties any rights or remedies hereunder.

Section 15.09. **Successors and Assigns.** Neither Party hereto shall assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the other Parties hereto, and any attempted assignment or delegation without prior written consent shall be void and of no force or effect.

Section 15.10. **Governing Law; Jurisdiction.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania (without giving effect to the principles of conflicts of laws thereof). The Parties hereto irrevocably agree and consent to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Montgomery County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Montgomery County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO

THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 15.11. **Specific Performance.** The Parties 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 specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 15.12. **Counterparts; Facsimile Execution.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

[THIS SPACE INTENTIONALLY LEFT BLANK;

SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized Representatives, this Agreement as of the Effective Date.

GREENVILLE MUNICIPAL WATER
AUTHORITY

By: Thomas C. Strahler
Printed: THOMAS A. STRAHLER
Its: BOARD CHAIRMAN

ATTEST:

By: Walter C. Sankey
Printed: WALTER C. SANKEY
Title: SECRETARY

AQUA PENNSYLVANIA, INC.

By: Marc A. Lucca
Printed: Marc A. Lucca
Its: President

ATTEST:

By: Frances P. Orth
Printed: Frances P. Orth
Title: Assistant Secretary

Exhibit A

BILL OF SALE

THIS BILL OF SALE is made as of this ____ day of _____, 202_, by and between **MUNICIPAL AUTHORITY OF THE BOROUGH OF GREENVILLE** (the “Seller”) and **AQUA PENNSYLVANIA, INC.** (the “Buyer,” and, together with Seller, each a “Party” and collectively, the “Parties”).

B A C K G R O U N D:

A. Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of September 26, 2023 (the “Purchase Agreement”), pursuant to which Seller has agreed, among other things, to sell, transfer, convey, assign and deliver to Buyer and Buyer has agreed to purchase from Seller the Acquired Assets, including, without limitation, all of its personal property and fixed assets including equipment, machinery, vehicles, auxiliary equipment and plant equipment, as more thoroughly described on **Exhibit “A”** attached hereto and incorporated herein by reference (collectively, the “Personal Property”).

B. Seller desires hereunder to transfer and assign to Buyer the Personal Property pursuant to the Purchase Agreement and Buyer desires to accept the sale, transfer, conveyance, assignment and delivery thereof.

C. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Transfer and Assignment. Seller hereby sells, transfers, assigns, delivers and conveys to Buyer, its successors and assigns, all of Seller's right, title and interest in, to and under the Personal Property.

2. Acceptance of Transfer and Assignment. Buyer hereby accepts the transfer, conveyance, assignment and delivery of the Personal Property.

3. Absolute Transfer. It is the intention of Seller to transfer absolute title of the Personal Property to Buyer.

4. Counterparts; Facsimile Signatures. This instrument may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This instrument shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this instrument, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this instrument on the date it sent such facsimile transmission. In such

event, such Party shall forthwith deliver to the other Party an original counterpart of this instrument executed by such Party.

5. Governing Law; Jurisdiction. This instrument shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania (without giving effect to the principles of conflicts of laws thereof). The Parties hereto irrevocably agree and consent to the jurisdiction of the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Mercer County, Pennsylvania, for the adjudication of any matters arising under or in connection with this instrument. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Mercer County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS INSTRUMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS INSTRUMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS INSTRUMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS INSTRUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

7. Further Assurances. Each Party hereto covenants and agrees, at its own expense, to take such further action and execute and deliver such further instruments of conveyance and transfer and of assumption as may be reasonably requested by the other Party to carry out the provisions and purpose of this instrument.

[Remainder of Page Intentionally Blank; Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed on the day and year first above written.

SELLER:

BUYER:

MUNICIPAL AUTHORITY OF THE
BOROUGH OF GREENVILLE

AQUA PENNSYLVANIA, INC.

By: _____
Name: Thomas C. Strahler, Chairman

By: _____
Name: Marc A. Lucca, President

ATTEST:

ATTEST:

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

Personal Property

All of Seller's right, title and interest in and to all assets, facilities, business, goodwill, properties and rights of the Seller of every kind and description, whether tangible or intangible, real, personal or mixed, wherever situated, in each case used in, held for use in, or acquired or developed for use in, the System, or otherwise related to, or arising out of the operation or conduct of the System (whether or not any such assets have any value for accounting purposes or are carried or reflected on the books or financial records of the Seller), including any of the foregoing in which Seller is entitled to acquire rights in the future pursuant to Pending Development Plans (other than the rights of Seller pursuant to Section 2.02(c)) or development plans approved pursuant to this Agreement, but in all cases other than the Excluded Assets (the foregoing collectively referred to as the "Acquired Assets"), including:

(a) all water treatment, transportation, and distribution facilities, including but not limited to the Seller's (i) water treatment plant located at 45 Water Street, Greenville, PA 16125 and the Greenville Municipal Authority building and maintenance offices at 44 Clinton Street, Greenville PA 16125, and (ii) all pipes, services, valves, hydrants, pumping stations, reservoirs, dams, storage tanks, improvements, fixtures, manholes and pipelines and any billing and collections related assets necessary to run the System;

(b) all Supplies;

(c) all personal property and fixed assets, including all Equipment and Machinery, auxiliary equipment and plant equipment;

(d) all Files and Records;

Exhibit B

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is entered into effective as of this _____ day of _____, 202_, by and between **MUNICIPAL AUTHORITY OF THE BOROUGH OF GREENVILLE**, a Pennsylvania municipal authority (the “Assignor”) and **AQUA PENNSYLVANIA, INC.**, a Pennsylvania corporation (the “Assignee,” and, together with Assignor, each a “Party” and collectively, the “Parties”).

A. Assignor, as Seller, and Assignee, as Buyer, are parties to that certain Asset Purchase Agreement dated as of September 26, 2023 (the “Purchase Agreement”), pursuant to which Assignor has agreed, among other things, to sell, transfer, convey, assign and deliver to Assignee and Assignee has agreed to purchase from Assignor the Acquired Assets.

B. Sections 2.01, 2.04, 13.02 and 13.03 of the Purchase Agreement contemplate that at Closing, Assignor will assign to Assignee and Assignee will accept and assume, all of Assignor’s right, title and interest in to any and all Assigned Contracts and Authorizations and Permits and, including, without limitation, all of the assets more thoroughly described on Exhibit “A” attached hereto and incorporated herein by reference (collectively, the “Assigned Business Deliverables”) necessary for the operation of the Acquired Assets.

C. Unless herein otherwise defined, all terms defined in the Purchase Agreement shall have the meanings ascribed to them in the Purchase Agreement when used in this Assignment.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Assignment of Assigned Business Deliverables. Assignor hereby assigns, transfers, sets over, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to all Assigned Business Deliverables, together with all rights and privileges of any nature thereunder accruing to Assignor on or after the date hereof.

2. Indemnification by Assignor. Assignor hereby agrees to indemnify, defend and hold harmless Assignee and the Buyer Indemnified Persons from, of and against any and all losses arising out of or relating to the breach by Assignor of any of the obligations, terms or covenants of Assignor, under or pursuant to the Assigned Business Deliverables that accrued prior to the date hereof subject to Assignor’s indemnification obligations under Article VIII of the Purchase Agreement.

3. Indemnification by Assignee. Assignee hereby agrees to indemnify, defend and hold harmless Assignor and Seller Indemnified Parties from, of and against any and all losses arising out of or relating to the breach by Assignee of any of the obligations, terms or covenants of Assignee, under or pursuant to the Assigned Business Deliverables that accrue on or after the date hereof subject to Assignee’s indemnification obligations under Article VIII of the Purchase Agreement.

4. Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Assignment shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Assignment, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this Assignment on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Assignment executed by such Party.

5. Successors; Assigns. Neither Party hereto shall assign or delegate this Assignment or any rights or obligations hereunder without the prior written consent of the other Parties hereto, and any attempted assignment or delegation without prior written consent shall be void and of no force or effect.

6. Governing Law; Jurisdiction. This Assignment shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania (without giving effect to the principles of conflicts of laws thereof). The Parties hereto irrevocably agree and consent to the jurisdiction of the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Mercer County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Assignment. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Mercer County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS ASSIGNMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS - REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7. Further Assurances. Each Party hereto covenants and agrees, at its own expense, to take such further action and execute and deliver such further instruments of conveyance and transfer and of assumption as may be reasonably requested by the other Party to carry out the provisions and purpose of this Assignment.

8. Absolute Assignment. It is the intention of Assignor to transfer absolute title of the Assigned Business Deliverables to Assignee, its successors and assigns, free of any redemption by Assignor or its successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

SELLER:

BUYER:

MUNICIPAL AUTHORITY OF THE
BOROUGH OF GREENVILLE

AQUA PENNSYLVANIA, INC.

By: _____
Name: Thomas C. Strahler, Chairman

By: _____
Name: Marc A. Lucca, President

ATTEST:

ATTEST:

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

Assigned Business Deliverables

All of Seller's right, title and interest in and to all assets, facilities, business, goodwill, properties and rights of the Seller of every kind and description, whether tangible or intangible, real, personal or mixed, wherever situated, in each case used in, held for use in, or acquired or developed for use in, the System, or otherwise related to, or arising out of the operation or conduct of the System (whether or not any such assets have any value for accounting purposes or are carried or reflected on the books or financial records of the Seller), including any of the foregoing in which Seller is entitled to acquire rights in the future pursuant to Pending Development Plans (other than the rights of Seller pursuant to Section 2.02(c)) or development plans approved pursuant to this Agreement, but in all cases other than the Excluded Assets (the foregoing collectively referred to as the "Acquired Assets"), including:

(a) all real property and appurtenant interests, Easements, rights of way, property rights and privileges owned, licensed or leased by the Seller including the Real Property, leases or licenses or other arrangements by or between the Seller and third Persons of the Real Property or other Acquired Assets and fixtures;

(b) all contracts, listed on Schedule 4.15, licenses and leases to which the Seller is a party, including without limitation, all construction contracts, surety bonds, operation and maintenance agreements, management agreements, reserved capacity agreements, architect agreements and consultant agreements, relating to vehicles and other items of personal property (the "Assigned Contracts");

(c) all prepaid expenses and security deposits related to Assigned Contracts;

(d) all Authorizations and Permits of or held by the Seller (to the extent transferrable to Buyer under applicable Law), including all Authorizations and Permits which are environmental permits, the Seller's DEP Permits, other operating permits and those items listed or described on Schedule 4.14 hereto; and

(e) all goodwill of the System.

Exhibit C

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is made as of this _____ day of _____, 202_, by and among **AQUA PENNSYLVANIA, INC.**, a Pennsylvania corporation ("Buyer"), **MUNICIPAL AUTHORITY OF THE BOROUGH OF GREENVILLE** ("Seller"), and **LAMB MCERLANE, PC**, a Pennsylvania professional corporation (the "Escrow Agent"), as escrow agent. Each of the Buyer, Seller and the Escrow Agent shall be referred to herein as a "Party" and collectively, as the "Parties".

WHEREAS, Buyer and Seller are Parties to that certain Asset Purchase Agreement dated September 26, 2023, as amended by the updated and supplemented representations, warranties and schedules required by Sections 9.03 and 10.04 of the Asset Purchase Agreement (all of the foregoing collectively, the "Purchase Agreement"). Solely as between Buyer and Seller, terms not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement

WHEREAS, concurrently with the execution and delivery of this Escrow Agreement, the Buyer and Seller are closing on the transaction contemplated by the Purchase Agreement.

WHEREAS, the Purchase Agreement requires Seller to transfer or assign certain real property interests to Buyer for Acquired Assets situated upon lands owned by third parties, specifically including sewer lines encroaching upon land owned by third parties (collectively referred to herein as "Easements"). The Easements are identified on Schedule 4.09 of the Purchase Agreement, as that Schedule was amended as an attachment to the Closing Certificate delivered by Seller to Buyer on the date hereof.

WHEREAS, as of the date of this Escrow Agreement, Seller has not transferred or assigned [_____] of the Easements (collectively, the "Missing Easements", the list of which is attached hereto as **Exhibit "A"**) which therefore may not be transferred to Buyer at Closing. Seller and Buyer have agreed to permit Seller to assign and transfer the Missing Easements following Closing pursuant to the terms of this Escrow Agreement.

WHEREAS, Buyer has agreed to deposit [_____] Dollars (\$[_____.____]) of the Purchase Price in escrow with the Escrow Agent (in accordance with Section 2 hereof) (the "Easement Escrow Fund" or the "Escrow Fund"), in order to secure Seller's obligations to assign and transfer all of the Missing Easements after the date hereof.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Escrow Fund. Buyer is delivering on the date hereof to the Escrow Agent an amount in cash equal to the Escrow Fund, which funds are to be held in escrow by the Escrow Agent pursuant hereto and released in accordance with the terms hereof.

2. Protection and Investment of Escrow Fund. The Escrow Agent shall separately hold and safeguard the Easement Escrow Fund for such period of time that any funds remain therein, shall treat the Escrow Fund as a separate escrow account in accordance with the terms of this Escrow Agreement and not as its property and shall hold and dispose of the Escrow Fund only in accordance with the terms of this Escrow Agreement. The Escrow Fund shall be held in escrow in a separate account held in a national banking association regulated by the OCC and authorized to conduct business in Pennsylvania.

3. Term. This Escrow Agreement shall be for a term ending on the third (3rd) anniversary of the date of this Escrow Agreement (the "Term"), subject to extension in the event that there are pending claims upon the expiration of the Term, or upon the Seller's delivery to Buyer of all Missing Easements, whichever is sooner.

4. Distributions from Easement Escrow Fund. The Easement Escrow Fund shall be distributed to Seller or Buyer (such Party in such capacity, the "Withdrawing Party") in accordance with the following terms:

(a) Subject to Section 4(c) below, the Easement Escrow Fund shall be distributed to Seller (such Party in such capacity, the "Withdrawing Party") in accordance with the following terms:

(i) Seller shall be entitled to quarterly distributions from the Escrow Fund calculated as: the number of Missing Easements delivered to Buyer during the preceding calendar quarter which satisfy the criteria set forth herein (each, an "Easement Document"), multiplied by **\$2,000**, subject to a maximum aggregate distribution under this subparagraph (i) during the Term of _____ Dollars (\$_____) [*WILL BE 50% OF THE INITIAL BALANCE OF ESCROW FUND*]. In order for a Missing Easement to be included as an Easement Document for purposes of determining distributions under this subsection (a), the Easement Document must satisfy the following criteria:

(A) the Easement Document shall be in the form of (1) a recorded deed of easement or a recorded deed in lieu of condemnation, in each case duly executed by the third party granting the rights set forth therein, or (2) a final, unappealable order of court in a condemnation proceeding;

(B) the Easement Document shall be perpetual in duration and shall adequately describe the area of land encumbered by such Easement Document (the "Easement Area") which shall include adequate vehicular access to the Easement Area situated therein and adequate area for maintaining, repairing and replacing said Easement Area when necessary;

(C) the Easement Document shall satisfy all requirements for recording such Easement Document as imposed by the Mercer County Recorder of Deeds; and

Any Easement Document in the form attached hereto as Exhibit "B" which, upon delivery to Buyer, complies with subparagraphs (A) through (C) above, shall be deemed to satisfy all requirements upon which a release from the Escrow Fund is conditioned.

(ii) Unless there is a pending dispute between the Buyer and Seller regarding entitlement to any portion of the Escrow Fund, the remaining balance of the Escrow Fund shall be distributed to Seller upon Seller's delivery of the last of the Missing Easement Documents (satisfying all criteria set forth in subparagraph (i) above) to Buyer in accordance with the terms hereof.

(b) All disbursements made under subparagraphs (a)(i) and (a)(ii) above shall occur within ten (10) days after the Escrow Agent has received a Withdrawal Request as set forth in Section 4(d) hereof.

(c) The balance in the Escrow Fund, if any, existing upon expiration of the Term following any distribution owed to Seller resulting from delivery of Easement Documents during the quarter in which the Term expires, shall be distributed to Buyer.

(d) Within ten (10) days following the end of each calendar quarter during the Term (in which case only Seller shall be the Withdrawing Party) or, in the event that there is a balance in the Escrow Fund existing upon expiration of the Term, then within ten (10) days of the expiration of the Term (in which case either Seller or Buyer may be the Withdrawing Party) the Withdrawing Party shall request a disbursement from the Easement Escrow Fund (a "Withdrawal Request") by delivering to Escrow Agent and the other Party to this Escrow Agreement a written notice of such request (a "Withdrawal Request Notice"). The Withdrawal Request Notice shall describe the basis and amount of the Withdrawal Request, which, with respect to Seller, shall be calculated in accordance with Section 4(a)(i) above, and shall include any documentation (including Easement Documents delivered to Buyer) evidencing the basis for the amount of the Withdrawal Request, and a certification that a copy of the Withdrawal Request has been delivered to the other Party. The Escrow Agent shall disburse to the Withdrawing Party the amount of the Withdrawal Request from the Easement Escrow Fund on or before the tenth (10th) day after the date when the Escrow Agent receives the Withdrawal Request Notice, provided that, if the Escrow Agent, within such period of ten (10) days, receives from the other Party (in such capacity, an "Objecting Party") a written notice of dispute of the Withdrawal Request (which notice shall include a certification by the Objecting Party that it has delivered a copy of such notice to Withdrawing Party) then the Escrow Agent shall continue to hold the amount set forth in the Withdrawal Request in the Easement Escrow Fund pursuant to this Escrow Agreement until the Escrow Agent receives either written instructions signed by the Withdrawing Party and the Objecting Party directing a release from the Easement Escrow Fund, or a final order of a court of competent jurisdiction (from which there is no further appeal or for which the time to appeal has expired without such appeal having been taken) directing a release from the Easement Escrow Fund. The Escrow Agent shall make distributions from the Easement Escrow Fund in accordance with such instructions or order within two (2) business days after receipt of either.

(e) Should a dispute arise between the Parties as to whether an Easement Document satisfies the criteria for release under subparagraph (a)(i) above, the Parties shall jointly select a neutral attorney with expertise in real property transactions to serve as mediator of the dispute and both parties shall diligently pursue a resolution of such dispute in good faith. In the event that the parties are unable to resolve such dispute within sixty (60) days following the delivery by the Objecting Party to the withdrawing of the notice of objection, either Party may pursue a claim in the Mercer County Court of Common Pleas.

5. Default & Remedies.

(a) It shall be a default of this Escrow Agreement if Seller shall fail to diligently pursue the delivery of all Easement Documents using commercially reasonable efforts and to transfer such interests to Buyer on or before the expiration of the Term (“Default”).

(b) In the event of a Default, Buyer may, at Buyer’s sole discretion, after first providing written notice to Seller and a thirty (30) day cure period thereafter to Seller, undertake to obtain such easements on its own or file suit in a court of competent jurisdiction seeking specific performance in the form of an order requiring Seller to obtain all Easement Documents, including by way of the exercise of its power of eminent domain, to the extent that Seller has such powers. Buyer and Seller acknowledge that the remedies at law for any breach or threatened breach, including monetary damages, may be inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of a bond with such remedy are waived by the Buyer and Seller.

(c) If Seller Defaults and Buyer elects to pursue a remedy under Paragraph 4(b) above, Buyer shall be entitled to recover from Seller all actual damages, including costs and reasonable attorneys’ fees incurred in obtaining the outstanding easements or in bringing an action seeking specific performance of the terms of this Escrow Agreement. In the event Seller incurs a liability to Buyer under this Section 5(c), any amount distributed to Buyer pursuant to Section 4(c) above shall be applied as a credit to such amount owed by Seller to Buyer under this Section 5(c). The establishment of the amount of the Escrow Fund shall not limit Buyer’s right to recovery hereunder or under the Purchase Agreement.

6. Limitation of Escrow Agent's Liability.

(a) Limitation on Liability. The Escrow Agent shall incur no liability with respect to any action taken or suffered by it in reliance upon any notice, direction, instruction, consent, statement or other documents believed by it to be genuine and duly authorized, nor for other action or inaction, except its own willful misconduct or gross negligence. If any controversy arises between the parties to this Escrow Agreement, or with any other Party, concerning the subject matter of this Escrow Agreement, its terms or conditions, the Escrow Agent will not be required to resolve the controversy or to take any action regarding it. The Escrow Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings or by written agreement of Buyer and Seller. The Escrow Agent shall not be responsible for the sufficiency of this Escrow Agreement or any other agreement referred to herein. The Escrow Agent is not responsible for determining and verifying the authority of any person acting or purporting to act on behalf of any Party to this Escrow Agreement; provided, however, Escrow Agent shall use commercially reasonable efforts to ascertain whether or not such person has the requisite authority required to act on behalf of a Party. In all questions arising under this Escrow Agreement, the Escrow Agent may rely on the advice of counsel, and the Escrow Agent shall not be liable to anyone and shall be fully indemnified for anything done, omitted or suffered in good faith by the Escrow Agent based on such advice. The Escrow Agent shall not be required to take any action hereunder involving any expense unless the payment of such expense is made or provided for in a manner satisfactory to it in its sole judgment. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages (including, but not limited

to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any document other than this Escrow Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Escrow Agent. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control. Escrow Agent shall not be obligated to take any legal action in connection with the Escrow Fund, this Escrow Agreement or the Purchase Agreement or to appear in, prosecute or defend any such legal action. If any portion of the Escrow Fund is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or, in case disbursement of the Escrow Fund, is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, including but not limited to those which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated. Notwithstanding the foregoing, Escrow Agent shall immediately provide written notice to Seller and Buyer if any portion of the Escrow Fund is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or, in case of disbursement of the Escrow Fund, is stayed or enjoined by any court order. Nothing herein shall preclude Escrow Agent from acting in any other capacity for any other Party hereto or for any other person or entity.

(b) Indemnification. Buyer and Seller agree jointly and severally to indemnify the Escrow Agent for, and hold it harmless against, any claim (whether asserted by Buyer, Seller or any other person or entity), loss, liability or expense incurred by the Escrow Agent except to the extent directly caused by gross negligence or willful misconduct on the part of the Escrow Agent (as determined by a court of competent jurisdiction), arising out of or in connection with its carrying out of its duties hereunder, and in connection therewith to indemnify the Escrow Agent, its directors, officers, partners, employees and agents against any and all expenses, including reasonable attorneys' fees and expenses and the cost of defending any action, suit or proceeding or resisting any claim or enforcing Buyer's or Seller's obligations under this Escrow Agreement. The obligations of Buyer and Seller under this Section shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

(c) Authority to Interplead. Buyer and Seller authorize the Escrow Agent, if a dispute exists with respect to any obligation of Escrow Agent hereunder or the Escrow Agent is threatened with litigation or is sued, to interplead all interested parties in any court located in Mercer County, Pennsylvania and to deposit the Escrow Fund with the clerk of that court after deduction and payment to the Escrow Agent of all its unpaid expenses. In the event of any dispute, the Escrow Agent shall be entitled to petition a court of competent jurisdiction and shall perform any acts ordered by such court.

7. Successor Escrow Agents. The Escrow Agent may resign at any time upon giving at least thirty (30) days' written notice to Seller and Buyer and, after the date of such resignation notice, notwithstanding any other provision of this Escrow Agreement, Escrow Agent's sole obligation will be to hold the Escrow Fund pending appointment of a successor Escrow Agent. Similarly, Escrow Agent may be removed at any time by Buyer and Seller giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal shall take effect. No such resignation or removal shall become effective until the appointment of a successor escrow agent which shall be accomplished as follows: Buyer and the Seller shall use their commercially reasonable efforts to mutually agree on a successor escrow agent within thirty (30) days after receiving such notice. If the parties fail to agree upon a successor escrow agent within such time, the Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid jointly and severally by Buyer and Seller. The successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Upon appointment of a successor escrow agent, and payment of the Escrow Fund to the successor escrow agent, after deduction and payment to the retiring Escrow Agent of all reasonable actual expenses payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder, the Escrow Agent shall be discharged from any further duties and liability under this Escrow Agreement. After any retiring, Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Escrow Agreement.

8. Further Instruments. If the Escrow Agent reasonably requires other or further instruments in connection with its performance of its duties, the necessary parties hereto shall join in furnishing such instruments.

9. Termination. This Escrow Agreement shall terminate upon the earlier of expiration of the Term or such time as no funds remain in the Easement Escrow Fund due to distribution in accordance with Section 4 of this Escrow Agreement.

10. Waiver & Other Remedies. The rights and remedies herein reserved to Buyer or Seller are cumulative and not alternative.

11. Compensation of Escrow Agent. The Escrow Agent shall not be compensated or charge fees for acting as Escrow Agent, but shall be reimbursed by the parties for reasonable expenses actually paid to third parties and incurred for service as Escrow Agent only, subject to reasonable substantiation of such expenses

12. General.

(a) Governing Law and Jurisdiction. This Escrow Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania (without giving effect to the principles of conflicts of laws thereof). The Parties hereto irrevocably agree and consent to the jurisdiction of the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Mercer County, Pennsylvania, for the adjudication of any matters arising under or in connection with this

Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Mercer County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ESCROW AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS ESCROW AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS ESCROW AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(b) Notices. All notices, requests, claims and other communications under this Escrow Agreement shall be in writing and shall be deemed given if delivered personally or by overnight courier to the parties at the following addresses (or at such other address for a Party as shall be specified by notice from such Party):

if to the Buyer, to:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Marc A. Lucca, President
malucca@aquaamerica.com

with a copy to:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Frances Orth, Esq., Vice Pres., Senior Managing Counsel
fporth@aquaamerica.com

if to the Seller, to:

Municipal Authority of the Borough of Greenville
44 Clinton Street

Greenville, PA 16125
Attention: Chair of the Board

with copies to:

Douglas, Joseph & Olson
409 N. Hermitage Road
Hermitage, PA 16148
Attention: James E. Douglas, Esq.
jedouglas@douglasjoseph.com

if to the Escrow Agent, to:

Lamb McErlane PC
24 E. Market Street
West Chester, PA 19381-0565
Attention: Vincent T. Donohue, Esq.
vdonohue@lambmcerlane.com

Any notice addressed to the Escrow Agent shall be effective only upon receipt.

(c) Headings. The article, section and paragraph headings in this Escrow Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Escrow Agreement.

(d) Severability. If any term, provision, covenant or restriction contained in this Escrow Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Escrow Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(e) Entire Agreement. This Escrow Agreement, including the relevant provisions of the Closing Agreement pertaining to the parties' rights and obligations regarding the Missing Easements, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Escrow Agreement or on which reliance is placed by any Party, except as specifically set forth in this Escrow Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Escrow Agreement, (ii) the provisions and language of this Escrow Agreement have been fully negotiated and (iii) no provision of this Escrow Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Escrow Agreement having been drafted on behalf of one Party rather than the other Party.

(f) Amendments; Waivers. This Escrow Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties. Any waiver of, or consent to depart from, the requirements of any provision of this Escrow Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the

specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Escrow Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

(g) Parties in Interest; Third Party Beneficiary. Except as hereinafter provided, this Escrow Agreement is not intended to and shall not be construed to create upon any Person other than the Parties any rights or remedies hereunder.

(h) Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns; provided, however, that no party may assign any of its rights or delegate any of its duties under this Escrow Agreement without the prior written consent of the other party hereto and any attempted assignment or delegation without prior written consent shall be void and of no force or effect.

(i) Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Escrow Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity if the other Party has performed in accordance with the terms hereof.

(j) Counterparts; Facsimile; Execution. This Escrow Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Escrow Agreement shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Escrow Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this Escrow Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Escrow Agreement executed by such Party.

(k) To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Buyer and Seller agree to provide all information requested by Escrow Agent in connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner. Escrow Agent's appointment and acceptance of its duties under this Escrow Agreement is contingent upon verification of all regulatory requirements applicable to Buyer, Seller and any of their permitted assigns, including successful completion of a final background check. These conditions include, without limitation, requirements under the USA Patriot Act, the USA FREEDOM Act, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these conditions are not met, Escrow Agent may at its option promptly terminate this Escrow Agreement in whole or in part and refuse any otherwise permitted assignment by Buyer or Seller, without any liability or incurring any additional costs.

13. Representations and Warranties. Buyer and Seller each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Escrow Agreement and to perform its obligations hereunder; and this Escrow Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) each of the applicable persons designated on Exhibit "C" attached hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Escrow Agreement and to take any and all other actions as its authorized representative under this Escrow Agreement and no change in designation of such authorized representatives shall be effective until written notice of such change is delivered to each other Party to this Escrow Agreement pursuant to Section 14(a) and Escrow Agent has had reasonable time to act upon it.

(c) no printed or other material in any language, including any prospectus, notice, report, and promotional material or the rights, powers, or duties of Escrow Agent under this Escrow Agreement shall be issued by any other parties hereto, or on such Party's behalf, without the prior written consent of Escrow Agent.

(d) it will not claim any immunity from jurisdiction of any court, suit or legal process, whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise.

14. Security Procedures. In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing Party on Exhibit "C" hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. Buyer and Seller agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Buyer or Seller to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Buyer and Seller acknowledge that these optional security procedures are commercially reasonable.

15. Tax Reporting. Escrow Agent shall have no responsibility for the tax consequences of this Escrow Agreement and Buyer and Seller shall consult with independent counsel concerning any and all tax matters. Buyer and Seller jointly and severally agree to (a) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Escrow Agreement and (b) request and direct the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise

the Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Fund, if any. To the extent that U.S. federal imputed interest regulations apply, Buyer and Seller shall, no later than five (5) Business Days after the effective date of this Escrow Agreement, so inform the Escrow Agent, provide the Escrow Agent with all imputed interest calculations and direct the Escrow Agent to disburse imputed interest amounts as Buyer and Seller deem appropriate. The Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information. Buyer and Seller shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations. Buyer and Seller have determined that any interest or income on the Escrow Fund shall be reported on an accrual basis and deemed to be for the account of Seller.

Signature page follows.

IN WITNESS WHEREOF, each of the parties hereto has executed this Escrow Agreement as of the date first above written.

BUYER:

AQUA PENNSYLVANIA, INC.

Name: Marc A. Lucca
Title: President

SELLER:

**MUNICIPAL AUTHORITY OF
THE BOROUGH OF GREENVILLE**

Name: Thomas C. Strahler
Title: Chairman

ESCROW AGENT:

LAMB MCERLANE PC

Name: Vincent T. Donohue
Title: Secretary

Exhibit A

MISSING EASEMENTS (list as of [DATE])

Exhibit B

FORM OF EASEMENT TEMPLATE

Prepared By & Return To:

[]

Mercer County Tax Parcel Number:

DEED OF EASEMENT

THIS DEED OF EASEMENT is made this [] day of [], 20[] by and between [Grantor], having a mailing address of [address] (the “Grantor”), and **AQUA PENNSYLVANIA, INC.**, a corporation organized and existing under the laws of Pennsylvania of the Commonwealth of Pennsylvania, having a business address of 762 W. Lancaster Avenue, Bryn Mawr, Pennsylvania, 19010 (the “Grantee”).

RECITALS

WHEREAS, Grantee owns and operates the water treatment and distribution system (the “System”), which treats and distributes water in and around the Borough of Greenville and portions of West Salem Township, Sugar Grove Township, and Hempfield Township, Pennsylvania.

WHEREAS, certain underground water distribution lines owned by Grantee (the “Water Lines”) are situated within the real property owned by the Grantor described on **Exhibit “A”** attached hereto (the “Property”) which either were never the subject of an instrument that was recorded in the Mercer County Recorder of Deeds office.

WHEREAS, the parties wish to document Grantee’s rights to own, operate, maintain and replace the Water Lines with the boundaries of the Property.

NOW, THEREFORE, the said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), lawful money of the United States of America, unto it well and truly paid

by the said Grantee, at or before the sealing and delivery hereof, the receipt of whereof is hereby acknowledged, by these presents hereby does grant, convey, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, its respective successors, and assigns forever, a permanent and perpetual, non-exclusive easement for access, ingress, egress and regress to the Water Lines, and for using, operating, altering, inspecting, repairing, removing, improving, replacing, maintaining and installing the Water Lines, as they exist or may be installed and exist in the future on the real estate described on **Exhibit "B"** (the "**Easement Area**").

TOGETHER WITH the right to use, repair, remove, reconstruct and reinstall the Water Lines, the right to access such facilities, and the right to make excavations and trim or remove trees, brush, undergrowth, landscaping and other obstructions in the exercise of the foregoing rights.

THE EASEMENT GRANTED HEREIN are permanent and perpetual and are covenants running with the lands burdened by the easement described in this Deed of Easements.

TO HAVE AND TO HOLD this Deed of Easement with the water system improvements thereon installed and erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with appurtenances, all and singular and the rights, liberties, privileges, above-described, unto the said Grantee, its successors and assigns forever.

AND THE SAID GRANTOR, for itself, its successor and assigns, does by these presents covenant, promise, grant and agree, to and with the Grantee, its successors and assigns, by these presents, that it, the said Grantor and its successors and assigns, all and singular the hereditaments, premises, and land hereby described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against them the said Grantor and its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will **WARRANT** and forever **DEFEND**.

This Deed of Easement and all of the covenants herein contained shall inure to the benefit of, and shall be binding upon the Grantor, its successors and assigns, and Grantee, its successors and assigns.

[Signature page to follow]

IN WITNESS WHEREOF, Grantor has duly executed this instrument as of the above written date.

GRANTOR:

By: _____

**I hereby certify that the address of
the within named Grantee is:**

**Aqua Pennsylvania, Inc.
762 West Lancaster Avenue
Bryn Mawr, PA 19010**

On behalf of said Grantee

SIGNATURE PAGE FOR DEED OF EASEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MERCER :

On this day of , 20__, before me, the undersigned officer, personally appeared **[Grantor]**, who, known to me or satisfactorily proven, acknowledged himself to be the person who executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires on:

Exhibit A: Legal description for fee interest in Property

Exhibit B: Legal description of Easement Area

Exhibit C

AUTHORIZED PERSONS

Exhibit D

ESCROW AGREEMENT

This Escrow Agreement is entered into as of this _____ day of _____, 202_, by and among **MUNICIPAL AUTHORITY OF THE BOROUGH OF GREENVILLE** (“Seller”), **AQUA PENNSYLVANIA, INC.** (the “Buyer”), and **LAMB MCERLANE, PC** (the “Escrow Agent”), pursuant to that certain Asset Purchase Agreement between Seller and Buyer dated September 26, 2023 (the “Asset Purchase Agreement”). Capitalized terms not defined herein shall have the meanings provided in the Asset Purchase Agreement.

Seller and Buyer wish Escrow Agent to act as Escrow agent pursuant to this Escrow Agreement, and Escrow Agent is willing to so act.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and incorporating the foregoing recitals herein by reference, Seller, Buyer and Escrow Agent, intending to be legally bound hereby, agree as follows:

1. Appointment of Escrow Agent; Deposit of Funds. Buyer and Seller hereby mutually appoint Escrow Agent to hold the deposit monies paid and to be paid by the Buyer pursuant to the Asset Purchase Agreement. Buyer shall deliver to Escrow Agent the sum of Five Hundred Thousand Dollars (\$500,000.00) (together with any other sums hereafter delivered by Buyer to Escrow Agent under the Asset Purchase Agreement, the “Deposit”). Upon receipt of the Deposit, Escrow Agent shall give prompt written notice thereof to Seller. The Deposit shall be deposited by Escrow Agent in a federally insured account in Escrow Agent’s name. Interest on the Deposit shall be added to principal and taxed to Buyer. Disbursements by Escrow Agent of sums held in escrow hereunder shall be made solely pursuant to and in compliance with the terms of this Agreement.

2. Disbursement. Escrow Agent shall disburse funds held in escrow by it hereunder only as follows:

a. If Closing under the Asset Purchase Agreement takes place, Escrow Agent shall disburse the Deposit, plus interest thereon, to Seller at Closing on account of the Purchase Price;

b. If Closing does not occur because of the failure of a condition precedent to Closing and either Party terminates the Asset Purchase Agreement in accordance with its terms, or Buyer terminates the Asset Purchase Agreement because of a breach of the Asset Purchase Agreement by Seller, the Deposit shall be returned to Buyer and Buyer shall have available to it all remedies at law and in equity;

c. If Closing does not occur and Seller terminates the Asset Purchase Agreement because of a breach of the Asset Purchase Agreement by Buyer, the Deposit shall be

retained by the Escrow Agent as security for any damages sustained by Seller as a result of Buyer's breach of the Asset Purchase Agreement and the amount of the Deposit remaining, if any, after Seller has been paid its damages shall be returned to Buyer; and

d. Otherwise, only upon the joint written instructions of Seller and Buyer, or their respective legal counsel, or as directed by the order or judgment entered by a court that has become unappealable and from which no appeal has been taken, and upon receipt by Escrow Agent of a release of Escrow Agent's obligations hereunder, in form reasonably satisfactory to Escrow Agent.

3. Disputes. In the event of any dispute between Buyer and Seller as to the disbursement of any funds held by Escrow Agent hereunder, Escrow Agent shall have the right, but not the obligation, to interplead all funds held by Escrow Agent hereunder into Court (but shall not have the authority to deduct from the funds held in escrow hereunder the costs thereof). It is understood that Escrow Agent's only duty hereunder is to hold the Deposit and to disburse it in compliance with this Agreement, and Escrow Agent has no liability for performance or non-performance of any obligation under the Asset Purchase Agreement or to determine any questions of fact or law.

4. Escrow Agent's Reliance. Escrow Agent is entitled to rely, in good faith, on any document or instrument that Escrow Agent believes to be genuine and to be signed or furnished by the person purporting to have signed or furnished such document or instrument. Escrow Agent shall not be liable for any act or omission taken or omitted to be taken in good faith hereunder, and shall not be liable to Seller or Buyer for any acts or omissions except those constituting gross negligence or willful misconduct. Escrow Agent's sole duty is to hold the Deposit(s) actually received by Escrow Agent in accordance with this Agreement, and is not obligated or liable for determining any party's entitlement thereto, or any questions of fact or law. Except to the extent arising out of Escrow Agent's gross negligence or wilful misconduct, the Seller and Buyer agree to indemnify and hold Escrow Agent harmless for all claims that Seller or Buyer may bring against Escrow Agent and all costs and expenses that Escrow Agent may incur by reason of serving as Escrow Agent hereunder, including reasonable attorneys' fees, arising out of this Agreement or any dispute between Seller and Buyer with respect to the Asset Purchase Agreement or the Deposit.

5. Waiver of Conflicts. Seller and Buyer acknowledge that Escrow Agent is a law firm that represents Buyer. The parties hereby waive any conflict or potential conflict of interest that may exist as a result of Escrow Agent's representation of Buyer, on the one hand, and serving as Escrow Agent hereunder, and further agree that Escrow Agent's agreement to serve as such hereunder shall in no way prejudice or disqualify Escrow Agent from representing the Buyer in connection with any matter whatsoever including, but not limited to, any matters, claims or litigation that may arise out of or in any way be connected with the transactions contemplated under the Asset Purchase Agreement, or any disputes regarding Buyer's entitlement to the Deposit thereunder.

6. Notices. All notices hereunder shall be in writing and shall be deemed to have been properly given if (i) personally delivered, (ii) sent by regular first class mail, postage prepaid, (iii)

sent by certified mail, return receipt requested, postage prepaid, or (iv) sent by reputable overnight express carrier (e.g., FedEx or UPS), charges prepaid. Notices may be transmitted by facsimile and shall be deemed given on the date transmitted if the transmission is completed by 5:00 P.M. on a Business Day, is electronically confirmed as being completed successfully by the transmitting device. Notice by a party may be given on its behalf by its counsel, and such notices shall be deemed to have been given by the party. Notice shall be deemed given (i) when delivered against a signed receipt, in the case of personal delivery, (ii) two (2) Business Days after the date of mailing, if sent by certified mail, return receipt requested, or (iii) one (1) Business Day after deposit with an overnight express carrier for next Business Day delivery. Notices shall be addressed as follows, or to such other persons or addresses as Seller, Purchaser or Escrow Agent may from time to time designate by notice given pursuant to this Section:

in the case of the Seller:

Municipal Authority of the Borough of Greenville
44 Clinton Street
Greenville, PA 16125
Attention: Chair of the Board

with a copy to:

Douglas, Joseph & Olson
409 N. Hermitage Road
Hermitage, PA 16148
Attention: James E. Douglas, Esq.

in the case of the Buyer:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: President

with a copy to:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: General Counsel

In the case of the Escrow Agent:

Lamb McErlane PC
24 E. Market Street
West Chester, PA 19381-0565
Attention: Vincent T. Donohue, Esq.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. In any action, suit or proceeding hereunder, the parties hereby submit to the exclusive jurisdiction and venue of the Court of Common Pleas of the Commonwealth of Pennsylvania, sitting in Mercer County, Pennsylvania, and waive any defense or objection to such jurisdiction or venue that the parties may otherwise have or be entitled to assert.

Signature page follows.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized Representatives, this Escrow Agreement as of the date set forth above.

**MUNICIPAL AUTHORITY OF THE
BOROUGH OF GREENVILLE**

AQUA PENNSYLVANIA, INC.

By: _____
Thomas C. Strahler, Chairman

By: _____
Marc A. Lucca, President

ATTEST:

ATTEST:

By: _____
Name:
Its:

By: _____
Name:
Its:

ESCROW AGENT:

LAMB MCERLANE PC

By: _____
Vincent T. Donohue, Secretary



ASSET PURCHASE AGREEMENT

By and Between

Municipal Authority of the Borough of Greenville, Mercer County,

As Seller

and

Aqua Pennsylvania Wastewater, Inc., As Buyer

DISCLOSURE SCHEDULES

Capitalized terms used in the Schedules which are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement. The Schedules are to be read in their entirety. Nothing in the Schedules is intended to broaden the scope of any representation or warranty in the Agreement. The disclosure of any item, explanation, exception or qualification in any Schedule is disclosure of that item for all purposes for which disclosure is required under the Agreement when it is reasonably apparent from the context that such item, explanation, exception or qualification also relates to another Schedule irrespective of whether any cross reference is made or no Schedule is provided with respect to a representation. Other than as expressly set forth herein or when the Schedules reference agreements or other matters not documented in a separate writing, all descriptions of agreements, written materials or other matters appearing herein, are summary in nature and are qualified by reference to the complete documents, which have been supplied to the Buyer or its counsel.



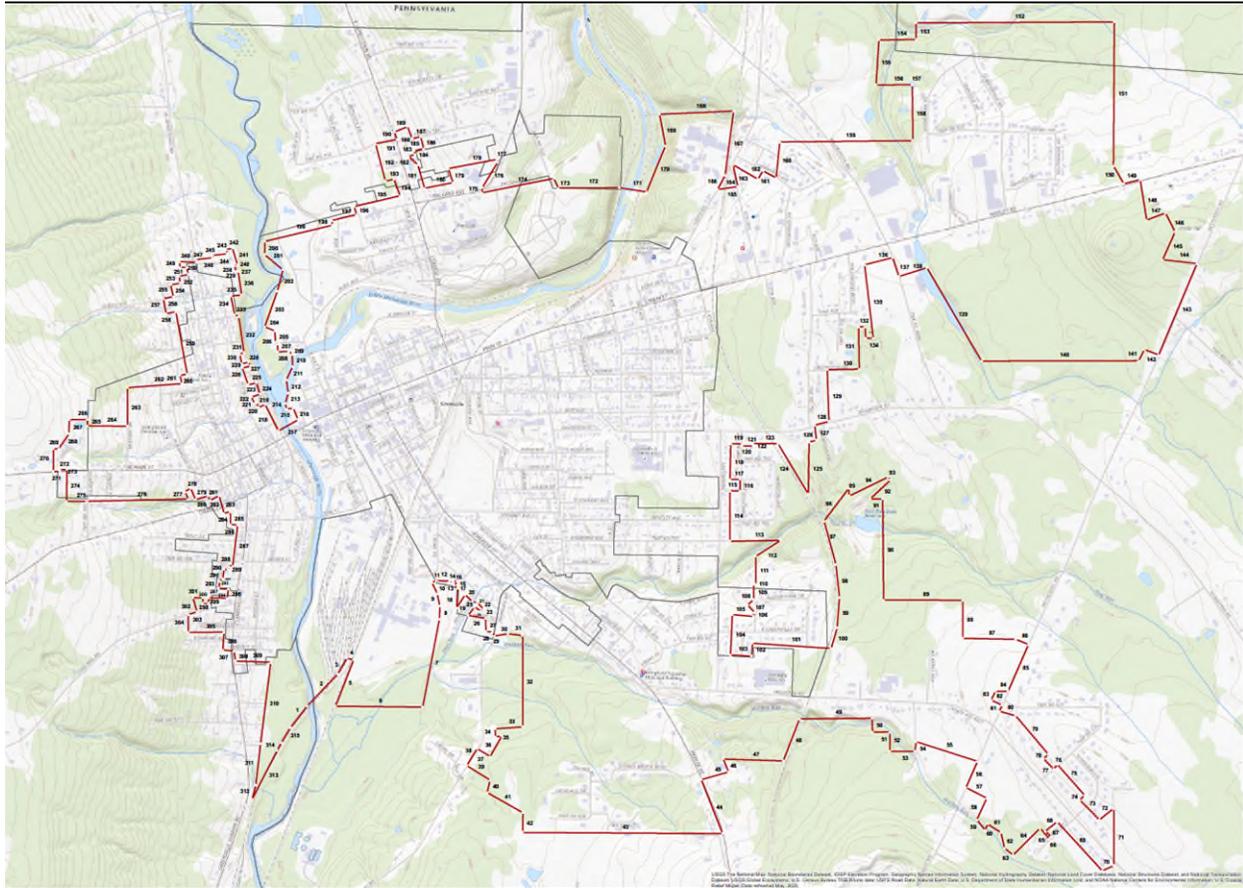
Contents

Service Area	3
2.02(g)—Excluded Assets	4
3.01(b) Outstanding Indebtedness	5
4.05—Governmental Consents and Approvals	6
4.06—Undisclosed Liabilities	7
4.07—Material Adverse Effects	8
4.08—Tax Matters	9
4.09 Real Property and Easements; Easements	10
4.10—Equipment and Machinery	13
4.11(b) Employee Benefit Obligations	14
4.11(c)—Multi-employer Plan Obligations	15
4.11(d)—Employee Benefit Obligations; Terminated or Retired Personnel	16
4.11(f)—Personnel Agreement; Severance or the Like	17
4.12(a) Personnel Unpaid Time Off	18
4.13—Environmental Compliance	19
4.14—Authorization and Permits	20
4.15—Assigned Contracts	21
4.18(a)—Exception to Title to Acquired Assets	22
4.18(b)— Exception to Title to Acquired Assets; Sufficiency	23
4.19—Pending Development Plans	24
4.20—Land Development/Financial Security Agreements	25
5.04—Consents and Approvals	26
5.11—Seller Litigation	27
6.05(e)—Missing Easements	28
7.03(a)—Personnel to be Transferred	59
7.04(a)—Base Rates	60
11.10(a)—Non-Governmental Third-Party Approvals	61

Municipal Authority of the Borough of Greenville Asset Purchase Agreement Schedules



Service Area





2.02(g)—Excluded Assets

The parcel #09 044 141 will be subdivided to provide Aqua access to the East Tanks. Seller will retain the remaining portion of parcel #09 044 141 as well as any receivables.



3.01(b) Outstanding Indebtedness

MUNICIPAL AUTHORITY OF THE BOROUGH OF GREENVILLE
 SUMMARY OF OUTSTANDING
 INDEBTEDNESS

prepared 01/21/2025

1	2	3	4	6
Fiscal Year Ended	PENNVEST loan #80176	PENNVEST loan #85156	PENNVEST loan #12783	Total Debt
12/31/2024	\$2,125,031.48	\$1,438,667.06	\$2,166,773.81	\$5,730,472.35
12/31/2025	\$1,898,247.03	\$1,344,256.51	\$1,974,990.60	\$5,217,494.14
12/31/2026	\$1,669,184.33	\$1,248,897.51	\$1,781,280.75	\$4,699,362.59
12/31/2027	\$1,437,820.48	\$1,152,580.56	\$1,585,624.89	\$4,176,025.93
12/31/2028	\$1,204,132.35	\$1,055,296.00	\$1,388,003.50	\$3,647,431.85
12/31/2029	\$968,096.60	\$957,034.11	\$1,186,942.20	\$3,112,072.91
12/31/2030	\$729,689.65	\$857,785.10	\$981,612.83	\$2,569,087.58
12/31/2031	\$488,887.67	\$757,539.04	\$772,675.83	\$2,019,102.54
12/31/2032	\$245,666.60	\$656,285.91	\$560,067.83	\$1,462,020.34
12/31/2033	\$20,585.22	\$554,015.59	\$343,724.32	\$918,325.13
12/31/2034		\$450,717.87	\$125,579.69	\$576,297.56
12/31/2035		\$346,382.43		\$346,382.43
12/31/2036		\$240,998.84		\$240,998.84
12/31/2037		\$134,556.57		\$134,556.57
12/31/2038		\$27,045.00		\$27,045.00
12/31/2039				\$0.00



4.05—Governmental Consents and Approvals

1. Pennsylvania Public Utility Commission (“PaPUC”) Approval of Transaction
2. PaPUC Approval of Asset Purchase Agreement.
3. Pennsylvania Department of Environmental Protection (“PaDEP”) Approval of Transfer of all DEP Permits.
4. New or Assignment of Railroad Crossing Agreements set forth in Schedule 4.15.

Municipal Authority of the Borough of Greenville
Asset Purchase Agreement Schedules



4.06—Undisclosed Liabilities

None.

Municipal Authority of the Borough of Greenville
Asset Purchase Agreement Schedules



4.07—Material Adverse Effects

None.

Municipal Authority of the Borough of Greenville
Asset Purchase Agreement Schedules



4.08—Tax Matters

None.



4.09 Real Property and Easements; Easements

55 523 019	266 Clinton St
55 534 038	74 Rosedale Ave
55 524 077	42 Third Ave
55 536 041	2 E Greenville Dr
55 508 004	164 Main St
55 525 033	56 Third Ave
55 531 027	53 Lebanon Ave
55 509 119	61 W Main St
55 523 152	8 Donation Rd
55 529 126	161 Hamburg Rd
55 536 036	104 Mehard Ave
55 523 149	84 First Ave
55 522 044	50 Chambers Ave
55 529 121	50 Chambers Ave
55 525 050	16 Donation Rd
55 531 029, 55 531 0320, 55 531 025, 55 531 024, 55 531 026, 55 527 043	23 Lincoln Ave
55 525 051	18 Donation Rd
55 511 023	64 Eagle St
55 518 071	60 S Mercer St
55 516 014	14 S Front St
55 516 015	16 S Front St
55 516 022	125 Main St
55 516 039	22 S Race St
55 518 026	Central Park
55 516 024	137 Main St
55 529 081	13 York St
55 516 024	137 Main St
55 510 074	Shenango St & Achre Way
55 516 071	Wall St & Swamp Way
55 516 110	Clinton St & railroad tracks
55 511 074	Shenango St & Johnson Way
55 501 001	Memorial Park
55 501 002	73 Memorial Dr

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



55 516 056 001 001 004	
55 510 053	130 Main St
55 510 086	194 Main St
55 510 092	200 Main St
55 020 004	
55 515 035	Orangeville St & S Diamond St
55 516 063	Main St
55 516 064	Main St
55 517 078	Hodge Way
55 517 084	Hodge Way
55 517 085	Hodge Way
55 518 108	Main St & Frederick Anderson St
55 535 026	S Park Blvd
55 510 091	200 Main St
55 521 001	11 East Ave
55 513 003, 55 513 005 001	348 Main St
55 536 023	9 Donation Rd
55 521 017	71 Columbia Ave
55 529 103	246 S Mercer St
55 523 150	585 Methodist Rd
55 511 073	260 Main St
55 513 007	10 N Main St
55 509 124	2 N High St
55 510 015, 55 510 032, 55 515 023, 55 529 134, 55 529 135, 55 529 137	45 Glenn Ave
55 520 113, 55 520 111	213 Clinton St
55 510 027	111 Shenango St

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



55 520 087, 55 523 136, 55 531 008, 55 499 025, 55 499 026, 55 507 021, 55 509 066, 55 509 086, 55 510 041, 55 517 002 001, 55 517 003, 55 520 046, 55 520 086, 55 521 047, 55 522 104, 55 523 082, 55 523 120, 55 529 005, 55 529 039, 55 530 010	14 Mehard Ave
55 521 081	14 Mehard Ave
55 523 151	6 Donation Rd
55 536 027	4 Manorview Dr
55 509 119 001	67 W. Main St
55 500 020	214 Fredonia Rd
55 525 048	12 Donation Rd
55 509 110	77 W Main St
55 510 056	65 Williamson Rd
55 510 057	65 Williamson Rd
55 510 035, 55 516 023, 55 516 088	65 Williamson Rd
55 516 209	65 Williamson Rd



4.10—Equipment and Machinery

Greenville Municipal Water Authority Vehicle and Equipment Inventory			
Year	Make/Model	Mileage or Hours	VIN/SN
2021	Exmark Radius 52" mower	N/A	411475268
2013	F-150 Super Cab 4x4 Pickup Truck	80,100	1FTEX1EM6DFC36383
2017	F-150 Super Cab 4x4 Pickup Truck	68,200	1FTEX1EP6HFB90361
2021	F-150 Super Cab 4x4 Pickup Truck	18,200	1FTEX1EP3MKD59219
1999	F-550 Dump Truck	46,300	1FDAF56S8XEB25409
2018	F-550 Dump Truck	4,200	1FDUF5HY0JEC10623
2020	John Deere 200KW Tagalong Diesel Generator	190 hrs	1P9HD1521L1744012
2007	Parker Trailer	N/A	13ZHS101181001086
	Wacker Neuson LTN6 Light Tower	N/A	VIN # 5XFLN0519BN003156 SN#20044204



4.11(b) Employee Benefit Obligations

Pension/Retirement: The Pennsylvania Municipal Retirement System

Health Insurance: UPMC Health Plan PPO

- Employees are eligible for reimbursement by the Authority through an HRA of up to 50% of the annual deductible of \$2000.

Dental Insurance: UPMC Dental

Vision Insurance: Vision Benefits of America (VBA)

Short-term Disability: The Hartford

- Elimination Period: 8 days
- Duration: 25 weeks
- Benefit: 66.67% base wages
- Maximum Benefit: \$2000

AFLAC Supplemental Insurance

Municipal Authority of the Borough of Greenville
Asset Purchase Agreement Schedules



4.11(c)—Multi-employer Plan Obligations

None.



4.11(d)—Employee Benefit Obligations; Terminated or Retired Personnel

None.



4.11(f)—Personnel Agreement; Severance or the Like

None.

Municipal Authority of the Borough of Greenville
Asset Purchase Agreement Schedules



4.12(a) Personnel Unpaid Time Off

None.



4.13—Environmental Compliance

Violation Information for Federal Fiscal Years 2021 through 2025

Contaminant ID	Sample Point ID	Violation ID	Violation Type	Sample Type	Violation Awareness Date	Compliance Value	Enforcement Action 1	Enforcement Action 2	Enforcement Action 3	Enforcement Action 4	Enforcement Action 5	Enforcement Action 6	Fiscal Year
TURBIDITY	301	29441	FAILURE TO MONITOR OR REPORT CFE TURBIDITY RESULTS	PLANT	08/19/2024	-	NOTICE OF VIOLATION	REPORT RECEIVED LATE	COMPLIANCE ACHIEVED				2024
TURBIDITY	301	29442	FAILURE TO MONITOR OR REPORT IFE TURBIDITY RESULTS	PLANT	08/19/2024	-	NOTICE OF VIOLATION	REPORT RECEIVED LATE	COMPLIANCE ACHIEVED				2024
CHLORINE		08307	R3	DISTRIBUTION	01/23/2024	-	VIOLATION NOTICE	REPORT RECEIVED LATE	COMPLIANCE ACHIEVED				2024
TOC	301	13471	FAILURE TO MONITOR OR REPORT FOR THE DDBP CONTAMINANT SPECIFIED		01/24/2023	-	NOTICE OF VIOLATION	REPORT RECEIVED LATE	COMPLIANCE ACHIEVED				2023
TOC	301	39794	FAILURE TO MONITOR OR REPORT FOR THE DDBP CONTAMINANT SPECIFIED		10/20/2023	-	NOTICE OF VIOLATION	PUBLIC NOTICE REQ	COMPLIANCE ACHIEVED				2023
ALKALINITY - TOTAL	301	32667	FAILURE TO MONITOR OR REPORT FOR THE DDBP CONTAMINANT SPECIFIED		07/27/2022	-	VIOLATION NOTICE	REPORT RECEIVED LATE	COMPLIANCE ACHIEVED	PUBLIC NOTICE ISSUED			2022
REVISED TOTAL COLIFORM RULE		18145	FAILURE TO PROPERLY COLLECT OR ANALYZE RTCR ROUTINE SAMPLES	DISTRIBUTION	03/24/2022	-	VIOLATION NOTICE	REPORT RECEIVED LATE	COMPLIANCE ACHIEVED				2022
ALKALINITY - TOTAL	301	10311	FAILURE TO MONITOR OR REPORT FOR THE DDBP CONTAMINANT SPECIFIED		01/28/2021	-	VIOLATION NOTICE	REPORT RECEIVED LATE	COMPLIANCE ACHIEVED				2021
ALKALINITY - TOTAL	301	10312	FAILURE TO MONITOR OR REPORT FOR THE DDBP CONTAMINANT SPECIFIED		01/28/2021	-	VIOLATION NOTICE	REPORT RECEIVED LATE	COMPLIANCE ACHIEVED				2021
ALKALINITY - TOTAL	301	10313	FAILURE TO MONITOR OR REPORT FOR THE DDBP CONTAMINANT SPECIFIED		01/28/2021	-	VIOLATION NOTICE	REPORT RECEIVED LATE	COMPLIANCE ACHIEVED				2021
TOC	301	27283	FAILURE TO MONITOR OR REPORT FOR THE DDBP CONTAMINANT SPECIFIED		07/23/2021	-	VIOLATION NOTICE	PUBLIC NOTICE REQ	COMPLIANCE ACHIEVED				2021



4.14—Authorization and Permits

Greenville Municipal Water Authority Distribution System Permits

- PA-DEP Public Water Supply Permit No. 4307503
- PA-DEP Public Water Supply Permit No. 2884-MA1
- PA-DEP Public Water Supply Permit No. 2884-MA2
- PA-DEP Public Water Supply Permit No. 4388510-MA2
- PA-DEP Public Water Supply Permit No. 4388510-MA4

Greenville Municipal Water Authority Treatment Plant Permits

- PA-DEP Public Water Supply Permit No. 4388510-MA6
- PA-DEP Public Water Supply Permit No. 488510-MA5
- PA-DEP Public Water Supply Permit No. 4303540-MA1
- PA-DEP Public Water Supply Permit No. 4388510

National Pollutant Discharge Elimination System Permit

- NPDES Permit No. PA00221970 (renewal pending—submitted 5/4/2022)

Water Allocation Permit

- PA-DEP Water Allocation Permit No. WA-74B



4.15—Assigned Contracts

Name of Contract	Parties to Contract	Date of Contract	Subject
Agreement	Bessemer & Lake Erie Railroad Company and The Municipal Authority of the Borough of Greenville	June 4, 1952	Railroad Crossing
Name of Contract	Parties to Contract	Date of Contract	Subject
Easement Agreement	Bessemer & Lake Erie Railroad Company and The Municipal Authority of the Borough of Greenville	October 15, 1985	Railroad Crossing
Name of Contract	Parties to Contract	Date of Contract	Subject
Agreement	Erie Railroad Company and The Municipal Authority of the Borough of Greenville	1944	Railroad Crossing

Municipal Authority of the Borough of Greenville
Asset Purchase Agreement Schedules



4.18(a)—Exception to Title to Acquired Assets

None.



4.18(b)— Exception to Title to Acquired Assets; Sufficiency

None.



4.19—Pending Development Plans

The only new development in the Borough of Greenville that the Authority is aware of is known as the Schoolhouse Commons, a senior living center located on Main Street. Construction is expected to begin in the spring of 2025. It is expected that the completion of the construction will occur after the proposed sale of the Authority assets. Seller is unable to comment on any potential development in Hempfield or West Salem Township.



4.20—Land Development/Financial Security Agreements

None.



5.04—Consents and Approvals

Consents and Approvals

1. PaPUC Approval of Transaction
2. PaPUC Approval of Asset Purchase Agreement.
3. PaDEP Approval of Transfer of all PaDEP Permits.
4. New or Assignment of Railroad Crossing Agreements set forth in Schedule 4.15.



5.11—Seller Litigation

None.



6.05(e)—Missing Easements

Parcel ID	Address
	10 ALAN AVE
	14 ALAN AVE
	20 ALAN AVE
	26 ALAN AVE
	30 ALAN AVE
	36 ALAN AVE
	60 ALAN AVE
	2 ALHAMBRA PLACE
	6 ALHAMBRA PLACE
	8 ALHAMBRA PLACE
	9 ALHAMBRA PLACE
	14 BARRETT STREET
	6 BENTLEY AVE
	8 BENTLEY AVE
	10 BENTLEY AVE
	16 BENTLEY AVE
	14 BENTLEY AVE
	17 BENTLEY AVE
	18 BENTLEY AVE
	27 BENTLEY AVE
55 533 031	28 BENTLEY AVE
	30 BENTLEY AVE
	34 BENTLEY AVE
	40 BENTLEY AVE
	42 BENTLEY AVE
	44 BENTLEY AVE
	46 BENTLEY AVE
	48 BENTLEY AVE
	50 BENTLEY AVE
	52 BENTLEY AVE
	54 BENTLEY AVE
	58 BENTLEY AVE
	5 BESSEMER STREET
	7 BESSEMER STREET
	11 BESSEMER STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	13 BESSEMER STREET
	15 BESSEMER STREET
	17 BESSEMER STREET
	18 BESSEMER STREET
	19 BESSEMER STREET
	21 BESSEMER STREET
	23 BESSEMER STREET
	25 BESSEMER STREET
	27 BESSEMER STREET
	29 BESSEMER STREET
	24 CANAL STREET
	87 CANAL STREET
	100 CANAL STREET
	109 CANAL STREET
	122 CANAL STREET
	1 CHAMBERS AVE
	3 CHAMBERS AVE
	5 CHAMBERS AVE
	7 CHAMBERS AVE
	11 CHAMBERS AVE
	17 CHAMBERS AVE
	18 CHAMBERS AVE
	21 CHAMBERS AVE
	23 CHAMBERS AVE
	29 CHAMBERS AVE
55 522 023	34 CHAMBERS AVE
	35 CHAMBERS AVE
	37 CHAMBERS AVE
	39 CHAMBERS AVE
	41 CHAMBERS AVE
	43 CHAMBERS AVE
	45 CHAMBERS AVE
	47 CHAMBERS AVE
	51 CHAMBERS AVE
	53 CHAMBERS AVE
	55 CHAMBERS AVE
	57 CHAMBERS AVE
	61 CHAMBERS AVE
	63 CHAMBERS AVE

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	67 CHAMBERS AVE
	69 CHAMBERS AVE
	71 CHAMBERS AVE
	73 CHAMBERS AVE
	75 CHAMBERS AVE
	77 CHAMBERS AVE
	81 CHAMBERS AVE
	83 CHAMBERS AVE
	89 CHAMBERS AVE
	93 CHAMBERS AVE
	95 CHAMBERS AVE
	101 CHAMBERS AVE
55 515 018	11 CLARKSVILLE STREET
	17 CLARKSVILLE STREET
	29 CLARKSVILLE STREET
55 526 004	50 CLARKSVILLE STREET
55 515 116	57 CLARKSVILLE STREET
	74 CLARKSVILLE STREET
	71 CLARKSVILLE STREET
	121 CLARKSVILLE STREET
	129 CLARKSVILLE STREET
31 056 130	157 CLARKSVILLE STREET
	44 CLINTON STREET
55 516 119	55 CLINTON STREET
55 518 004	94 CLINTON STREET
	154 CLINTON STREET
	158 CLINTON STREET
	184 CLINTON STREET
	188 CLINTON STREET
	192 CLINTON STREET
	200 CLINTON STREET
	204 CLINTON STREET
	208 CLINTON STREET
	212 CLINTON STREET
	214 CLINTON STREET
	216 CLINTON STREET
	220 CLINTON STREET
	224 CLINTON STREET
	228 CLINTON STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	230 CLINTON STREET
	232 CLINTON STREET
	234 CLINTON STREET
	246 CLINTON STREET
	248 CLINTON STREET
	250 CLINTON STREET
	260 CLINTON STREET
	266 CLINTON STREET
	268 CLINTON STREET
	270 CLINTON STREET
	280 CLINTON STREET
	282 CLINTON STREET
	284 CLINTON STREET
	286 CLINTON STREET
	288 CLINTON STREET
	300 CLINTON STREET
	304 CLINTON STREET
	305 CLINTON STREET
	306 CLINTON STREET
	308 CLINTON STREET
	310 CLINTON STREET
	314 CLINTON STREET
	316 CLINTON STREET
	318 CLINTON STREET
	320 CLINTON STREET
	322 CLINTON STREET
	323 CLINTON STREET
	4 COAL HILL ROAD
	14 COAL HILL ROAD
	18 COAL HILL ROAD
55 506 002	COLLEGE & PACKARD
	4 COLLEGE AVE
55 511 063	8 COLLEGE AVE
55 511 062	10 COLLEGE AVE
55 511 061	12 COLLEGE AVE
	14 COLLEGE AVE
	16 COLLEGE AVE
	18 COLLEGE AVE
55 504 034	30 COLLEGE AVE

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	42 COLLEGE AVE
	46 COLLEGE AVE
	53 COLLEGE AVE
55 503 031	82 COLLEGE AVE
55 503 030	86 COLLEGE AVE
55 503 029	90 COLLEGE AVE
	76 COLLEGE AVE
	119 COLLEGE AVE
	121 COLLEGE AVE
	123 COLLEGE AVE
	125 COLLEGE AVE
	129 COLLEGE AVE
	133 COLLEGE AVE
	135 COLLEGE AVE
	141 COLLEGE AVE
	143 COLLEGE AVE
55 521 017	COLUMBIA & EAST AVE
	2 COLUMBIA AVE
	15 COLUMBIA AVE
	17 COLUMBIA AVE
	23 COLUMBIA AVE
	27 COLUMBIA AVE
	29 COLUMBIA AVE
	31 COLUMBIA AVE
	35 COLUMBIA AVE
	36 COLUMBIA AVE
	38 COLUMBIA AVE
	42 COLUMBIA AVE
	44 COLUMBIA AVE
	46 COLUMBIA AVE
	47 COLUMBIA AVE
	48 COLUMBIA AVE
	50 COLUMBIA AVE
	52 COLUMBIA AVE
	54 COLUMBIA AVE
	58 COLUMBIA AVE
	60 COLUMBIA AVE
	61 COLUMBIA AVE
	66 COLUMBIA AVE

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	70 COLUMBIA AVE
	73 COLUMBIA AVE
	94 COLUMBIA AVE
55 521 026	95 COLUMBIA AVE
	99 COLUMBIA AVE
	103 COLUMBIA AVE
	105 COLUMBIA AVE
	109 COLUMBIA AVE
	111 COLUMBIA AVE
	115 COLUMBIA AVE
	121 COLUMBIA AVE
	123 COLUMBIA AVE
	125 COLUMBIA AVE
	127 COLUMBIA AVE
	131 COLUMBIA AVE
	135 COLUMBIA AVE
	137 COLUMBIA AVE
	139 COLUMBIA AVE
	144 COLUMBIA AVE
	145 COLUMBIA AVE
	150 COLUMBIA AVE
	151 COLUMBIA AVE
	155 COLUMBIA AVE
	161 COLUMBIA AVE
	162 COLUMBIA AVE
	167 COLUMBIA AVE
	171 COLUMBIA AVE
55 532 015	185 COLUMBIA AVE
	1 COLUMBIA PARK
	3 COLUMBIA PARK
	5 COLUMBIA PARK
	7 COLUMBIA PARK
55 533 026	COLUMBIA PARK
	11 COLUMBIA PARK
	14 COLUMBIA PARK
	22 COLUMBIA PARK
	24 COLUMBIA PARK
	4 E. CRAIG STREET
	6 E. CRAIG STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	10 COX DRIVE
	3 DAVIDSON AVE
	5 DAVIDSON AVE
	7 DAVIDSON AVE
	9 DAVIDSON AVE
	11 DAVIDSON AVE
	13 DAVIDSON AVE
	15 DAVIDSON AVE
	17 DAVIDSON AVE
	19 DAVIDSON AVE
	21 DAVIDSON AVE
	22 DAVIDSON AVE
	9 N. DIAMOND STREET
	11 N. DIAMOND STREET
	18 S. DIAMOND STREET
09 056 166	DONATION ROAD
09 056 167	DONATION ROAD
09 056 200	DONATION ROAD
	4 DONATION ROAD
	6 DONATION ROAD
	8 DONATION ROAD
	10 DONATION ROAD
	12 DONATION ROAD
	14 DONATION ROAD
	16 DONATION ROAD
	18 DONATION ROAD
	20 DONATION ROAD
	22 DONATION ROAD
	24 DONATION ROAD
	26 DONATION ROAD
09 056 144	35 DONATION ROAD
09 056 145	39 DONATION ROAD
09 056 165	41 DONATION ROAD
09 056 168	53 DONATION ROAD
09 056 169	55 DONATION ROAD
09 056 201	65 DONATION ROAD
09 056 201	73 DONATION ROAD
09 056 203	75 DONATION ROAD
	16 EAGLE STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



55 511 018	40 EAGLE STREET
	70 EAGLE STREET
55 520 099	108 EAST AVE
	111 EAST AVE
	112 EAST AVE
	124 EAST AVE
	126 EAST AVE
	128 EAST AVE
	130 EAST AVE
	134 EAST AVE
	136 EAST AVE
	138 EAST AVE
	140 EAST AVE
	219 EAST AVE
	223 EAST AVE
	225 EAST AVE
	227 EAST AVE
	229 EAST AVE
	233 EAST AVE
	237 EAST AVE
	241 EAST AVE
	245 EAST AVE
	247 EAST AVE
	253 EAST AVE
	255 EAST AVE
	257 EAST AVE
	263 EAST AVE
	265 EAST AVE
	269 EAST AVE
	273 EAST AVE
	275 EAST AVE
	276 EAST AVE
	277 EAST AVE
	280 EAST AVE
	284 EAST AVE
	286 EAST AVE
	288 EAST AVE
	294 EAST AVE
	295 EAST AVE

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	300 EAST AVE
	302 EAST AVE
	101 EIGHTH AVE
	103 EIGHTH AVE
	104 EIGHTH AVE
	105 EIGHTH AVE
	106 EIGHTH AVE
	107 EIGHTH AVE
	108 EIGHTH AVE
	110 EIGHTH AVE
	112 EIGHTH AVE
	114 EIGHTH AVE
	116 EIGHTH AVE
	118 EIGHTH AVE
	120 EIGHTH AVE
	122 EIGHTH AVE
	201 EIGHTH AVE
	203 EIGHTH AVE
	205 EIGHTH AVE
	207 EIGHTH AVE
	211 EIGHTH AVE
	300 EIGHTH AVE
09 056 032	301 EIGHTH AVE
09 056 023	306 EIGHTH AVE
09 056 063	308 EIGHTH AVE
09 056 022	304 EIGHTH AVE
	2 ELIZABETH STREET
55 530 098	4 ELM STREET
	2 ELM TREE PLACE
	4 ELM TREE PLACE
55 524 047	ELM TREE PLACE
	10 ELM TREE PLACE
09 069 017 051 001	FAIRWAY DRIVE
	1 FAIRWAY DRIVE
	3 FAIRWAY DRIVE
	8 FAIRWAY DRIVE
	10 FAIRWAY DRIVE
	12 FAIRWAY DRIVE

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	27 FIRST AVE
	29 FIRST AVE
	33 FIRST AVE
	35 FIRST AVE
	37 FIRST AVE
	39 FIRST AVE
	41 FIRST AVE
	42 FIRST AVE
	43 FIRST AVE
	45 FIRST AVE
	50 FIRST AVE
	53 FIRST AVE
	55 FIRST AVE
	56 FIRST AVE
	57 FIRST AVE
	79 FIRST AVE
	83 FIRST AVE
	84 FIRST AVE
09 303 201	FREDONIA ROAD
55 536 023	FREDONIA ROAD
09 303 204	FREDONIA ROAD
	4 FREDONIA ROAD
09 303 193	6 FREDONIA ROAD
	8 FREDONIA ROAD
09 303 195	10 FREDONIA ROAD
09 303 196	12 FREDONIA ROAD
	14 FREDONIA ROAD
	20 FREDONIA ROAD
	22 FREDONIA ROAD
	52 FREDONIA ROAD
	60 FREDONIA ROAD
	80 FREDONIA ROAD
	110 FREDONIA ROAD
09 057 139	116 FREDONIA ROAD
	142 FREDONIA ROAD
09 057 167	161 FREDONIA ROAD
	215 FREDONIA ROAD
	217 FREDONIA ROAD
	219 FREDONIA ROAD

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	233 FREDONIA ROAD
	235 FREDONIA ROAD
	237 FREDONIA ROAD
	239 FREDONIA ROAD
	241 FREDONIA ROAD
	243 FREDONIA ROAD
	19 S FRONT
55 516 084	36 S FRONT
55 500 051	GILLESPIE
55 500 018	1 GILLESPIE
31 056 021	45 GILLESPIE
31 056 019	43 GILLESPIE
31 043 102	38 GILLESPIE
55 536 050	E GREENVILLE DR
55 536 043	2 E GREENVILLE DR
09 303 180	1 GROVE
09 303 179	3 GROVE
09 303 178	5 GROVE
09 303 177	9 GROVE
09 044 107 001	HADLEY
09 143 172	HADLEY
09 144 105	HADLEY
	14 HADLEY ROAD
	20 HADLEY ROAD
	26 HADLEY ROAD
	31 HADLEY ROAD
	32 HADLEY ROAD
	33 HADLEY ROAD
	36 HADLEY ROAD
	37 HADLEY ROAD
	44 HADLEY ROAD
	47 HADLEY ROAD
	50 HADLEY ROAD
	51 HADLEY ROAD
	59 HADLEY ROAD
	60 HADLEY ROAD
	63 HADLEY ROAD
	78 HADLEY ROAD
	81 HADLEY ROAD

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	86 HADLEY ROAD
	89 HADLEY ROAD
	90 HADLEY ROAD
	91 HADLEY ROAD
	97 HADLEY ROAD
	99 HADLEY ROAD
	100 HADLEY ROAD #1-#10
	100 HADLEY ROAD #11
	100 HADLEY ROAD #12- #18
	101 HADLEY ROAD
	103 HADLEY ROAD
	117 HADLEY ROAD
	119 HADLEY ROAD
	17 HAMBURG ROAD
	19 HAMBURG ROAD
	20 HAMBURG ROAD
	37 HAMBURG ROAD
	39 HAMBURG ROAD
55 518 084	45 HARRISON
09 044 002 001 171	HAYFIELD
09 044 002 001 172	HAYFIELD
09 044 001 172	HAYFIELD
09 043 155 006 025	148 HEMPFIELD
09 043 155 006 010	149 HEMPFIELD AVE
	151 HEMPFIELD AVE
	153 HEMPFIELD AVE
	155 HEMPFIELD AVE
	204 HEMPFIELD AVE
	206 HEMPFIELD AVE
	208 HEMPFIELD AVE
	210 HEMPFIELD AVE
09 043 155 006 028	211 HEMPFIELD AVE
55 500 012	N. HIGH STREET
55 509 123	14 N. HIGH STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	17 N. HIGH STREET
	21 N. HIGH STREET
	33 N. HIGH STREET
	41 N. HIGH STREET
	45 N. HIGH STREET
	47 N. HIGH STREET
	49 N. HIGH STREET
	51 N. HIGH STREET
	53 N. HIGH STREET
	55 N. HIGH STREET
	59 N. HIGH STREET
	61 N. HIGH STREET
	63 N. HIGH STREET
	65 N. HIGH STREET
	85 N. HIGH STREET
	88 N. HIGH STREET
	98 N. HIGH STREET
55 500 019	104 N. HIGH STREET
	105 N. HIGH STREET
	109 N. HIGH STREET
	111 N. HIGH STREET
	119 N. HIGH STREET
	121 N. HIGH STREET
	123 N. HIGH STREET
	126 N. HIGH STREET
55 500 013	150 N. HIGH STREET
55 515 027	S. HIGH STREET
55 518 058	27 S. HIGH STREET
55 532 071	9 HITTLE
55 532 072	11 HITTLE
55 532 073	13 HITTLE
	102 HOLLYWOOD BLVD
	104 HOLLYWOOD BLVD
	108 HOLLYWOOD BLVD
	110 HOLLYWOOD BLVD
	4 HOMER STREET
55 527 017	15 HOMER STREET
	20 HOMER STREET
	24 HOMER STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	19 HUDSON DRIVE
	44 HUDSON DRIVE
55 504 010	HUTCHESON
55 504 007	HUTCHESON
55 504 009	4 HUTCHESON
55 504 006	8 HUTCHESON
	7 JEFFERSON STREET
	3 KILBOURNE ROAD
55 531 031	LANCASTER AVE
55 531 033	39 LANCASTER AVE
55 531 032	56 LANCASTER AVE
	57 LANCASTER AVE
	22 LEBANON AVE
55 531 024	50 LEBANON AVE
55 517 041	LEECH ROAD
09 043 112	18 LEECH ROAD
	24 LEECH ROAD
	28 LEECH ROAD
09 043 115	30 LEECH ROAD
	32 LEECH ROAD
09 043 117	34 LEECH ROAD
09 043 060	42 LEECH ROAD
55 521 031	48 LEECH ROAD
	13 LIBERTY STREET
	15 LIBERTY STREET
	19 LIBERTY STREET
	23 LIBERTY STREET
	25 LIBERTY STREET
	1 LOUISA AVE
	17 LOUISA AVE
	202 LYNWOOD DRIVE
	204 LYNWOOD DRIVE
	206 LYNWOOD DRIVE
	208 LYNWOOD DRIVE
55 518 100	279 MAIN STREET
	282 MAIN STREET
55 518 104	283 MAIN STREET
55 518 108	293 MAIN STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



55 520 026	329 MAIN STREET
	348 MAIN STREET
55 522 006	349 MAIN STREET
55 513 006	350 MAIN STREET
	351 MAIN STREET
55 522 043	401 MAIN STREET
55 514 010	87 N. MAIN STREET
	103 N. MAIN STREET
	111 N. MAIN STREET
	353 S. MAIN STREET
	355 S. MAIN STREET
	357 S. MAIN STREET
	361 S. MAIN STREET
	363 S. MAIN STREET
	365 S. MAIN STREET
	369 S. MAIN STREET
	373 S. MAIN STREET
	379 S. MAIN STREET
55 522 033	381 S. MAIN STREET
	383 S. MAIN STREET
	387 S. MAIN STREET
	391 S. MAIN STREET
	395 S. MAIN STREET
	397 S. MAIN STREET
	401 S. MAIN STREET
	402 S. MAIN STREET
	403 S. MAIN STREET
	407 S. MAIN STREET
	409 S. MAIN STREET
	411 S. MAIN STREET
	414 S. MAIN STREET
	415 S. MAIN STREET
	418 S. MAIN STREET
	419 S. MAIN STREET
	8 W. MAIN STREET
	85 W. MAIN STREET
	90 W. MAIN STREET
	92 W. MAIN STREET
	97 W. MAIN STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	98 W. MAIN STREET
55 516 018	101 103 W MAIN STREET
	102 W. MAIN STREET
	107 W. MAIN STREET
	110 W. MAIN STREET
	111 W. MAIN STREET
	114 W. MAIN STREET
	117 W. MAIN STREET
	120 W. MAIN STREET
	122 W. MAIN STREET
	123 W. MAIN STREET
	124 W. MAIN STREET
	126 W. MAIN STREET
55 507 014	127 W. MAIN STREET
	132 W. MAIN STREET
	133 W. MAIN STREET
	137 W. MAIN STREET
	138 W. MAIN STREET
	142 W. MAIN STREET
	143 W. MAIN STREET
	145 W. MAIN STREET
	146 W. MAIN STREET
	147 W. MAIN STREET
	157 W. MAIN STREET
	160 W. MAIN STREET
	161 W. MAIN STREET
	163 W. MAIN STREET
	164 W. MAIN STREET
	101 MAPLE AVE
	102 MAPLE AVE
	103 MAPLE AVE
	104 MAPLE AVE
09 056 157	MEHARD AVE
55 536 051	MEHARD AVE
09 056 146	4 MEHARD AVE
09 056 148	6 MEHARD AVE
09 056 149	8 MEHARD AVE
	10 MEHARD AVE
09 056 154	12 MEHARD AVE

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



09 056 155	14 MEHARD AVE
09 056 156	16 MEHARD AVE
09 056 158	18 MEHARD AVE
09 056 163	26 MEHARD AVE
	30 MEHARD AVE
09 056 216	40 MEHARD AVE
09 056 217	46 MEHARD AVE
09 056 225	60 MEHARD AVE
09 056 226	102 MEHARD AVE
55 536 038	110 MEHARD AVE
55 536 042	112 MEHARD AVE
09 303 181	117 MEHARD AVE
55 536 052	124 MEHARD AVE
09 303 202	130 MEHARD AVE
09 303 203	132 MEHARD AVE
	1 MEADOWLANE ROAD
	3 MEADOWLANE ROAD
	5 MEADOWLANE ROAD
	7 MEADOWLANE ROAD
	9 MEADOWLANE ROAD
	10 MEADOWLANE ROAD
09 056 244	MERCER RD
09 056 244 001	309 MERCER RD
	91 N. MERCER STREET
09 303 089	S MERCER STREET
09 303 090	S MERCER STREET
09 303 188	S MERCER STREET
55 517 033	S MERCER STREET
	19 S. MERCER STREET
	21 S. MERCER STREET
	23 S. MERCER STREET
	25 S. MERCER STREET
	27 S. MERCER STREET
	33 S. MERCER STREET
	37 S. MERCER STREET
	41 S. MERCER STREET
	43 S. MERCER STREET
	49 S. MERCER STREET
	53 S. MERCER STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	55 S. MERCER STREET
	61 S. MERCER STREET
	65 S. MERCER STREET
	67 S. MERCER STREET
	69 S. MERCER STREET
	71 S. MERCER STREET
	103 S. MERCER STREET
	104 S. MERCER STREET
	105 S. MERCER STREET
	109 S. MERCER STREET
	111 S. MERCER STREET
	113 S. MERCER STREET
	115 S. MERCER STREET
	117 S. MERCER STREET
	119 S. MERCER STREET
	125 S. MERCER STREET
	127 S. MERCER STREET
	129 S. MERCER STREET
	131 S. MERCER STREET
	141 S. MERCER STREET
	143 S. MERCER STREET
	145 S. MERCER STREET
	149 S. MERCER STREET
	151 S. MERCER STREET
	155 S. MERCER STREET
	159 S. MERCER STREET
	163 S. MERCER STREET
	167 S. MERCER STREET
	171 S. MERCER STREET
55 529 034	173 S MERCER STREET
	175 S. MERCER STREET
	179 S. MERCER STREET
	181 S. MERCER STREET
	183 S. MERCER STREET
	191 S. MERCER STREET
55 531 013	211 S. MERCER STREET
55 532 075	232 S. MERCER STREET
	240 S. MERCER STREET
	242 S. MERCER STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



09 303 093	252 S MERCER STREET
	256 S. MERCER STREET
	258 S. MERCER STREET
	268 S. MERCER STREET
09 303 098	270 S MERCER STREET
	272 S. MERCER STREET
09 303 103	276 S MERCER STREET
09 303 190	286 S MERCER STREET
	292 S. MERCER STREET
09 303 083	293 S MERCER STREET
	9 MINGO STREET
	10 MINGO STREET
55 527 21	MORGAN STREET
	10 MORGAN STREET
	14 MORGAN STREET
	16 MORGAN STREET
	20 MORGAN STREET
	44 MORGAN STREET
55 527 034	80 MORGAN STREET
	106 MORGAN STREET
31 056 135	115 MORGAN STREET
	8 NICKLAUS DRIVE
	5 NINTH AVE
	7 NINTH AVE
	9 NINTH AVE
	86 OHL STREET
	88 OHL STREET
	6 ORANGEVILLE STREET
	8 ORANGEVILLE STREET
	10 ORANGEVILLE STREET
55 500 056	1 ORCHARD
	6 PACKARD AVE
	8 PACKARD AVE
	12 PACKARD AVE
	14 PACKARD AVE
55 496 013	18 PACKARD AVE
	24 PACKARD AVE
	30 PACKARD AVE
	34 PACKARD AVE

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	38 PACKARD AVE
	1 PALMER DRIVE
	6 PALMER DRIVE
	11 S. PARK BLVD
	7 S. PENN AVE
55 520 051	11 PLUM STREET
	15 PLUM STREET
	28 PLUM STREET
	30 PLUM STREET
	32 PLUM STREET
	36 PLUM STREET
	38 PLUM STREET
	40 PLUM STREET
	42 PLUM STREET
	48 PLUM STREET
	52 PLUM STREET
	54 PLUM STREET
	70 PLUM STREET
	82 PLUM STREET
	84 PLUM STREET
	85 PLUM STREET
	86 PLUM STREET
	88 PLUM STREET
	90 PLUM STREET
	92 PLUM STREET
	107 PLUM STREET
	109 PLUM STREET
	111 PLUM STREET
	113 PLUM STREET
	115 PLUM STREET
	117 PLUM STREET
	119 PLUM STREET
	120 PLUM STREET
	121 PLUM STREET
	129 PLUM STREET
	131 PLUM STREET
	133 PLUM STREET
	135 PLUM STREET
	137 PLUM STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	140 PLUM STREET
	141 PLUM STREET
	143 PLUM STREET
	145 PLUM STREET
	147 PLUM STREET
	149 PLUM STREET
	151 PLUM STREET
	152 PLUM STREET
	153 PLUM STREET
	155 PLUM STREET
	157 PLUM STREET
	159 PLUM STREET
	161 PLUM STREET
	7 PROGRESS STREET
	25 PROGRESS STREET
	305 QUAILVUE DRIVE
	307 QUAILVUE DRIVE
	309 QUAILVUE DRIVE
	311 QUAILVUE DRIVE
	312 QUAILVUE DRIVE
	313 QUAILVUE DRIVE
	315 QUAILVUE DRIVE
55 508 005	3 QUARRY STREET
	5 QUARRY STREET
	11 QUARRY STREET
31 055 136	25 QUARRY STREET
	27 QUARTERMILE ROAD
	29 QUARTERMILE ROAD
	31 QUARTERMILE ROAD
	33 QUARTERMILE ROAD
	35 QUARTERMILE ROAD
	37 QUARTERMILE ROAD
	39 QUARTERMILE ROAD
	41 QUARTERMILE ROAD
	43 QUARTERMILE ROAD
	45 QUARTERMILE ROAD
	47 QUARTERMILE ROAD
	49 QUARTERMILE ROAD
	302 QUARTERMILE ROAD

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	304 QUARTERMILE ROAD
	306 QUARTERMILE ROAD
	308 QUARTERMILE ROAD
	310 QUARTERMILE ROAD
	312 QUARTERMILE ROAD
	313 QUARTERMILE ROAD
55 510 009	51 N. RACE STREET EXT
55 502 013	76 N. RACE STREET EXT
	59 N. RACE STREET EXT
	60 N. RACE STREET EXT
	61 N. RACE STREET EXT
	62 N. RACE STREET EXT
	63 N. RACE STREET EXT
	64 N. RACE STREET EXT
	65 N. RACE STREET EXT
	68 N. RACE STREET EXT
	70 N. RACE STREET EXT
	71 N. RACE STREET EXT
	73 N. RACE STREET EXT
	74 N. RACE STREET EXT
	79 N. RACE STREET EXT
	81 N. RACE STREET EXT
55 516 039	S RACE & CLINTON
	55 S. RACE STREET
55 517 006	61 S RACE STREET
55 517 009	65 S RACE STREET
	63 S. RACE STREET
	2 E. RIDGE AVE
	4 E. RIDGE AVE
	6 E. RIDGE AVE
	8 E. RIDGE AVE
	10 E. RIDGE AVE
	12 E. RIDGE AVE
	14 E. RIDGE AVE
	16 E. RIDGE AVE
	18 E. RIDGE AVE
	20 E. RIDGE AVE
	24 E. RIDGE AVE
	26 E. RIDGE AVE

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



55 521 036	RIDGE AVE
	2 RIDGE AVE
	6 RIDGE AVE
	8 RIDGE AVE
	10 RIDGE AVE
	12 RIDGE AVE
	14 RIDGE AVE
	16 RIDGE AVE
	18 RIDGE AVE
	20 RIDGE AVE
	26 RIDGE AVE
	28 RIDGE AVE
	58 RIDGE AVE
55 501 001	RIVERSIDE PARK
55 507 004	ROONEY STREET
	12 ROONEY STREET
	13 ROONEY STREET
	9 ROSEDALE AVE
	16 ROSEDALE AVE
	18 ROSEDALE AVE
	20 ROSEDALE AVE
	22 ROSEDALE AVE
	24 ROSEDALE AVE
	26 ROSEDALE AVE
	27 ROSEDALE AVE
	32 ROSEDALE AVE
	33 ROSEDALE AVE
	53 ROSEDALE AVE
	55 ROSEDALE AVE
	57 ROSEDALE AVE
	59 ROSEDALE AVE
	70 S. ROSEDALE AVE
	74. S. ROSEDALE AVE
	76 S. ROSEDALE AVE
	78 S. ROSEDALE AVE
	82 S. ROSEDALE AVE
09 303 136	SAUL AVE
09 303 139	SAUL AVE
	6 SAUL AVE

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	10 SAUL AVE
	18 SAUL AVE
	20 SAUL AVE
	24 SAUL AVE
	28 SAUL AVE
09 303 151	30 SAUL AVE
	32 SAUL AVE
	36 SAUL AVE
	38 SAUL AVE
	30 SECOND AVE
	32 SECOND AVE
	40 SECOND AVE
	45 SECOND AVE
55 509 094	14 N. SECOND STREET
55 509 097	21 N. SECOND STREET
55 509 016	72 N. SECOND STREET
55 500 031	117 N. SECOND STREET
	118 N. SECOND STREET
	15 S. SECOND STREET
	16 S. SECOND STREET
55 515 066	25 S. SECOND STREET
	27 S. SECOND STREET
	33 S. SECOND STREET
	37 S. SECOND STREET
	41 S. SECOND STREET
	43 S. SECOND STREET
55 516 135	52 S. SECOND STREET
	61 S. SECOND STREET
	69 S. SECOND STREET
	71 S. SECOND STREET
	72 S. SECOND STREET
	73 S. SECOND STREET
	78 S. SECOND STREET
	82 S. SECOND STREET
	86 S. SECOND STREET
	90 S. SECOND STREET
	96 S. SECOND STREET
	98 S. SECOND STREET
	100 S. SECOND STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	104 S. SECOND STREET
	108 S. SECOND STREET
	110 S. SECOND STREET
	112 S. SECOND STREET
	114 S. SECOND STREET
	115 S. SECOND STREET
	116 S. SECOND STREET
	1 SHADY AVE
	3 SHADY AVE
	5 SHADY AVE
	7 SHADY AVE
	9 SHADY AVE
	11 SHADY AVE
	13 SHADY AVE
	15 SHADY AVE
	19 SHADY AVE
	21 SHADY AVE
	24 SHADY AVE
	25 SHADY AVE
09 303 092	SHEAKLEY AVE
09 303 141 094	SHEAKLEY AVE
09 303 091	7 SHEAKLEY AVE
09 303 122	13 SHEAKLEY AVE
09 303 121	17 SHEAKLEY AVE
09 303 120	19 SHEAKLEY AVE
	21 SHEAKLEY AVE
09 303 140	23 SHEAKLEY AVE
09 303 142	25 SHEAKLEY AVE
09 303 143	38 SHEAKLEY AVE
55 510 033	14 SHENANGO STREET
55 520 041	40 SHENANGO STREET
	48 SHENANGO STREET
55 511 037	62 SHENANGO STREET
	90 SHENANGO STREET
55 512 008	104 SHENANGO STREET
55 512 012	114 SHENANGO STREET
	2 SHERRARD AVE
	4 SHERRARD AVE
	6 SHERRARD AVE

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	8 SHERRARD AVE
	10 SHERRARD AVE
	12 SHERRARD AVE
	14 SHERRARD AVE
	16 SHERRARD AVE
	18 SHERRARD AVE
	20 SHERRARD AVE
	24 SHERRARD AVE
	28 SHERRARD AVE
	32 SHERRARD AVE
	34 SHERRARD AVE
	17 SIXTH AVE
	20 SIXTH AVE
	28 SIXTH AVE
	38 SIXTH AVE
	42 SIXTH AVE
	44 SIXTH AVE
	50 SIXTH AVE
	1 SOUTHPOINT LANE
	2 SOUTHPOINT LANE
09 044 002 001 170	SOUTHRIDGE ROAD
	4 SOUTHRIDGE ROAD
	6 SOUTHRIDGE ROAD
	8 SOUTHRIDGE ROAD
	10 SOUTHRIDGE ROAD
09 044 002 001 170	14 SOUTHRIDGE ROAD
	1 STATE STREET
55 517 012	15 STATE STREET
	5 STEWART AVE
	7 STEWART AVE
	11 STEWART AVE
	13 STEWART AVE
	15 STEWART AVE
	17 STEWART AVE
	19 STEWART AVE
55 530 052	23 STEWART AVE
55 530 053	31 STEWART AVE

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



55 530 054	37 STEWART AVE
	83 STEWART AVE
09 056 077	E STEWART AVE
	1 E. STEWART AVE
	3 E. STEWART AVE
	7 E. STEWART AVE
55 533 006	8 E STEWART AVE
	9 E. STEWART AVE
55 533 008	11 E STEWART AVE
	13 E. STEWART AVE
	15 E. STEWART AVE
	17 E. STEWART AVE
	19 E. STEWART AVE
	21 E. STEWART AVE
	23 E. STEWART AVE
	25 E. STEWART AVE
	27 E. STEWART AVE
	29 E. STEWART AVE
	31 E. STEWART AVE
	33 E. STEWART AVE
	35 E. STEWART AVE
09 056 245	STONEBROOK BLVD
	2 STONEYBROOK BLVD
	10 STONEYBROOK BLVD
	12 STONEYBROOK BLVD
	14 STONEYBROOK BLVD
	18 STONEYBROOK BLVD
	21 STONEYBROOK BLVD
	3 SYLVAN WAY
	5 SYLVAN WAY
	11 SYLVAN WAY
	15 SYLVAN WAY
	19 SYLVAN WAY
09 069 017 039	TANGLEWOOD DRIVE
09 069 017 050 001	3 TANGLEWOOD DRIVE
	5 TANGLEWOOD DRIVE
09 069 017 038	6 TANGLEWOOD DRIVE
	35 TAYLOR STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



09 056 225	60 TEMPLETON
55 524 038	6 THIRD AVE
	8 THIRD AVE
	12 THIRD AVE
	21 THIRD AVE
	33 THIRD AVE
	53 THIRD AVE
55 509 078	15-17 N. THIRD STREET
	39 N. THIRD STREET
	41 N. THIRD STREET
	43 N. THIRD STREET
	47 N. THIRD STREET
55 500 055	63 N THIRD
55 500 054	65 N THIRD
55 500 053	67 N THIRD
55 500 010	73 N THIRD EXT
55 500 009	75 N THIRD EXT
55 500 008	79 N THIRD EXT
55 500 007	85 N THIRD EXT
55 500 006	87 N THIRD EXT
55 499 015	91 N THIRD EXT
55 499 014	93 N THIRD EXT
	103 N. THIRD STREET EXT
31 043 101	117 N THIRD EXT
	1 TRINITY PLACE
	12 UNION STREET
55 520 055	17 UNION STREET
	18 UNION STREET
55 520 054	15 UNION STREET
	24 UNION STREET
55 520 093	26 UNION STREET
55 520 095	28 UNION STREET
55 520 097	30 UNION STREET
55 520 098	34 UNION STREET
55 521 075	4 VANCE STREET
	8 VANCE STREET
	10 VANCE STREET
	12 VANCE STREET
	16 VANCE STREET

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



	26 VANCE STREET
	28 VANCE STREET
55 521 062	32 VANCE STREET
	36 VANCE STREET
	171 VERNON ROAD
	179 VERNON ROAD
	102 VINE AVE
	104 VINE AVE
	106 VINE AVE
	1 WALNUT STREET
	1 WASHINGTON STREET
	5 WASHINGTON STREET
	11 WASHINGTON STREET
	13 WASHINGTON STREET
	17 WASHINGTON STREET
	18 S. WATER STREET
	35 S. WATER STREET
	1 WAUGH AVE
	3 WAUGH AVE
	7 WAUGH AVE
	9 WAUGH AVE
	11 WAUGH AVE
	13 WAUGH AVE
	15 WAUGH AVE
	17 WAUGH AVE
	19 WAUGH AVE
	21 WAUGH AVE
	23 WAUGH AVE
	25 WAUGH AVE
	27 WAUGH AVE
09 302 084	6 WEBSTER
55 530 009	28 WILBUR
55 530 001	42 WILBUR
	1 WILLOW WAY
55 529 138	2 WILLOW WAY
	5 WILLOW WAY
	9 WILLOW WAY
	13 WILLOW WAY

Municipal Authority of the Borough of Greenville
 Asset Purchase Agreement Schedules



09 044 141 001 001	WILLIAMSON ROAD
	25 WILLIAMSON ROAD
	70 WILLIAMSON ROAD
	2 E. WINDRIDGE ROAD
	4 E. WINDRIDGE ROAD
	6 E. WINDRIDGE ROAD
	8 E. WINDRIDGE ROAD
	10 E. WINDRIDGE ROAD
	12 E. WINDRIDGE ROAD
	14 E. WINDRIDGE ROAD
	16 E. WINDRIDGE ROAD
	17 E. WINDRIDGE ROAD
09 044 002 152	W WINDDRIDGE ROAD
	101 W. WINDRIDGE ROAD
	102 W. WINDRIDGE ROAD
	105 W. WINDRIDGE ROAD
	109 W. WINDRIDGE ROAD
	111 W. WINDRIDGE ROAD
	201 W. WINDRIDGE ROAD
	203 W. WINDRIDGE ROAD
	205 W.WINDRIDGE ROAD
	207 W. WINDRIDGE ROAD
	209 W. WINDRIDGE ROAD
	211 W. WINDRIDGE ROAD
55 515 009	9 S WOOD STREET
	16 S. WOOD STREET
	20 S. WOOD STREET
	24 S. WOOD STREET
	28 S. WOOD STREET
	106 WOODFIELD DRIVE
	108 WOODFIELD DRIVE
	114 WOODFIELD DRIVE
	115 WOODFIELD DRIVE
	116 WOODFIELD DRIVE
	102 WOODSHIRE ROAD
	111 WOODSHIRE ROAD
	113 WOODSHIRE ROAD
	115 WOODSHIRE ROAD

Municipal Authority of the Borough of Greenville
Asset Purchase Agreement Schedules



	117 WOODSHIRE ROAD
	119 WOODSHIRE ROAD
	121 WOODSHIRE ROAD
	127 WOODSHIRE ROAD
	129 WOODSHIRE ROAD
	131 WOODSHIRE ROAD
55 529 126	YORK
55 529 123	31 YORK



7.03(a)—Personnel to be Transferred

The following personnel will be offered employment in accordance with Section 7.03.

Jessica Micco, Authority Manager, or her successor
Shannon McClimans, Office Manager or her successor
Nichole Hallas, Billing Clerk or her successor
Elmer Nevis, Distribution Foreman or his successor
John Potase, Distribution Laborer or his successor
Dylan Amost, Distribution Laborer or his successor
Michael Williams, Distribution Laborer or his successor
Zachery John, Treatment Plant Foreman or his successor
Julie Swartzbeck, Treatment Plant Operator or her successor
James Stevenson, Treatment Plant Operator or his successor
Caden Baron, Treatment Plant Operator or his successor



7.04(a)—Base Rates

Service Fee:

Meter Size	2025 Service Fee	DEP Safe Drinking Water Fee
5/8"	\$22.59	\$0.30
5/8" X 3/4"	\$22.59	\$0.30
3/4"	\$37.64	\$0.30
1"	\$60.23	\$0.30
1 1/2"	\$127.03	\$0.30
2"	\$201.37	\$0.30
3"	\$403.65	\$0.30
4"	\$586.59	\$0.30
6"	\$1,540.48	\$0.30
Customers assigned more than one unit will be billed multiple service fees as designated by the Authority.		

Aqua will not be adopting the DEP Safe Drinking Water Fee

Consumption Charges:

Monthly Consumption Charges Block Rate, Per Thousand	
Volume Consumed	Cost per 1000 gallons
1,000 gallons or less	\$6.71
2,000 – 5,000 gallons	\$9.62
6,000 – 199,000 gallons	\$10.07
200,000 gallons or more	\$7.83
Consumption will be billed at the volumetric rate based on the customer's total consumption within the bands shown above. Consumption will be truncated and billed based on the last full 1,000 gallons used. Any gallons between increments of 1,000 gallons that are not billed on the current bill will be recognized and accounted for in the following billing period.	

Fire Protection:

Private Fire Protection	
Private Hydrant	\$61.84
Sprinklers – 2" line	\$11.18
Sprinklers – 4" line	\$47.00
Sprinklers – 6" line	\$61.84
Sprinklers – 8" line	\$106.46



11.10(a)—Non-Governmental Third-Party Approvals

New or Assignment of Railroad Crossing Agreements set forth in Schedule 4.15.