

3655 Route 202
Suite 105
Doylestown, PA 18902

Thomas J. Walsh III & Associates, P.C.

Phone: 267.247.5024
Fax: 267.247.5668
Email: twalsh@twalshlaw.com



June 3, 2025

Via eFiling Only

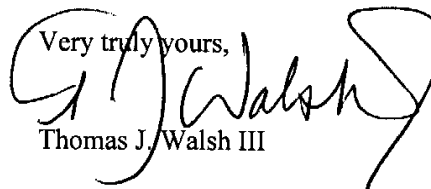
Matthew L. Homsher, Esq., Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
P.O. Box 3265
Harrisburg, PA 17105-3265

**RE: Newtown Artesian Water Company
Securities Certificate
Docket No. S-2025-3055570**

Dear Secretary Homsher:

Please be advised that I am general counsel to Newtown Artesian Water Company (“NAWC”) in the above-referenced matter. By electronic filing, I am submitting NAWC’s Securities Certificate for a Business Installment Note with a principal amount of **SIX MILLION and 00/100 Dollars (\$6,000,000.00)**, bearing a fixed interest rate of 6.99%.

Thank you for your assistance in this matter. If you have any questions or require any information relating to this filing, please feel free to contact me.

Very truly yours,

Thomas J. Walsh III

Enclosure

cc: Per Certificate of Service (via email, w/enc.)
Daniel Angove (via email, w/enc.)

Thomas J. Walsh III, Esquire
Attorney I.D. #73528
3655 Route 202, Suite 105
Doylestown, PA 18902
Email: twalsh@twalshlaw.com

Attorney for Newtown
Artesian Water Company

**IN RE: SECURITIES CERTIFICATE OF
NEWTOWN ARTESIAN WATER COMPANY
IN RESPECT OF THE PROPOSED ISSUANCE
OF A BUSINESS INSTALLMENT NOTE WITH
A PRINCIPAL AMOUNT OF \$6,000,000.00
BEARING FIXED INTEREST RATE OF 6.99%**

**PENNSYLVANIA PUBLIC
UTILITY COMMISSION

I.D. #73528

No. S-2025-_____**

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Newtown Artesian Water Company (“NAWC”), by and through its undersigned counsel, hereby submits to the Pennsylvania Public Utility Commission (the “Commission”) for a Securities Certificate pursuant to Sections 1900 *et seq.* of the Pennsylvania Public Utility Code (the “Code”), 66 Pa. C.S.A. §1900 *et seq.*; and Section 3.601 *et seq.* of the Commission’s Rules and Regulations (the “Regulations”), 52 Pa. Code §3.601 *et seq.*

1. The name and address of the public utility filing this Securities Certificate are The Newtown Artesian Water Company (“NAWC”), 201 North Lincoln Avenue, Newtown, PA 18940.
2. The name, address, and identification number of NAWC’s attorney are Thomas J. Walsh III, Esq., 3655 Route 202, Suite 105, Doylestown, PA 18902; PA I.D. No. 73528.
3. NAWC is a Pennsylvania privately held corporation originally chartered and incorporated in 1888 under the Corporation Act of 1874 to exist perpetually. NAWC is subject to the Pennsylvania Associations Code, 15 Pa.C.S. §101 *et seq.*, including the Pennsylvania Business Corporation Law of 1988, as amended, 15 Pa.C.S. §1101 *et seq.*
4. NAWC is engaged in the provision of public water. NAWC’s rates and services are regulated by the Commission pursuant to the Code and the Regulations.
5. NAWC provides water service to approximately 10,697 customers in Newtown Borough, Newtown Township, and the northern portion of Middletown Township, Bucks County, Pennsylvania.
6. NAWC is not controlled by, nor does it control, any corporation.

7. NAWC submits the following information regarding the security it would issue:
 - a. The exact title of the security is Business Installment Note (the “Note”).
 - b. The principal amount to be issued is \$6,000,000.00.
 - c. The principal terms of the Note are:
 - i. Nominal Date of Issue: on or before June 29, 2025
 - ii. Maturity / Term: 240 months, beginning with a 12 month Advance Period followed by a 228 month Amortization.
 - iii. Interest Rate: 6.99% fixed for the term of the Note.
 - iv. Advance Period: For the first 12 months, funds may be advanced from the Note up to the committed amount of \$6,000,000.00.
 - v. Repayments of Principal and Interest: During the Advance Period, monthly interest will be payable based on the outstanding principal balance. Beginning in month 13, and for the next 226 months, an estimated monthly principal payment of \$47,634.99 will be due, with one final payment of all unpaid principal and interest due and payable at maturity.
 - vi. There are no callability or conversion provisions, maintenance, depreciation, sinking fund or other provision or trustee associated with the proposed debt financing.
 - vii. NAWC is not assuming any taxes associated with the Note.

8. The Note is to be issued to The First National Bank and Trust Company of Newtown (“FNB”). A copy of FNB’s commitment letter is attached hereto as Attachment A. FNB is not an affiliated interest of NAWC.

9. The fees and expenses expected to be incurred with the issuance of the Note are as follows:

• Recording Fees	\$1,615.00
• UCC Recording Fee:	\$1,048.00
• Flood Determination/Monitoring Fee	\$48.00

10. NAWC proposes to use the proceeds of the Note to (a) pay off the balance of its existing short-term line of credit (maturity less than one year) with FNB (balance of \$1,250,000.00 estimated as of May 29, 2025); and (b) fund its required lead service line replacements (estimated cost of \$51,069.00) and PFAS and PFOS treatment plant (estimated remaining cost of \$4,621,933.00) capital projects in 2025 and 2026.

11. NAWC uses its short-term line of credit to finance certain infrastructure improvements, hydrant replacements, and meter replacements. NAWC can borrow up to \$3,000,000.00 under the line of credit and anticipates that it will otherwise exhaust the credit line by the

end of 2025 without the Note proceeds. Converting the balance of the short-term line of credit to long-term financing, while leaving the short-term line of credit in place, provides NAWC with financing to continue the foregoing programs after 2025.

12. The Note will not have a material impact on NAWC's total borrowing. NAWC's total long-term debt, after issuance of the Note, will be approximately \$11,723,212.06 (\$6,000,000.00 plus the remaining principal balance of approximately \$5,694,430.58 on NAWC's previous Business Installment Note to FNB as described in paragraph 13 below).
13. The Commission previously registered NAWC's long term indebtedness totaling \$6,750,000.00 at Securities Certificate No. S-2022-3031725 by Order entered May 12, 2022.
14. No registration statement has been filed or will be filed with the Securities and Exchange Commission in respect to the security herein proposed to be issued, as the issuance is exempt from such filing as a private transaction.
15. Appended hereto and made a part hereof are the following exhibits as required per 52 Pa. Code §3.601(c)(9), each of which is designated with the same sub-heading letter:
 - i. A balance sheet set up by ledger accounts as of April 30, 2025.
 - ii. An income account set up by general ledger accounts for the 12-month period ending April 30, 2025.
 - iii. A statement with respect to the plant accounts appearing on the balance sheet referred to in Exhibit i above.
 - iv. A statement of securities of other corporations owned by NAWC.
 - v. A statement showing the status of NAWC'S funded debt outstanding on April 30, 2025. Other than continued reduction in principal, no important changes in the funded debt outstanding have taken place since that date.
 - vi. A statement showing the status of NAWC's outstanding capital stock as of April 30, 2025.
 - vii. No registration statement has been filed by NAWC with the Securities and Exchange Commission under the Securities Act of 1933 in respect of the proposed issuance of the Note and, thus, there is no Exhibit vii.
 - viii. No applications and declarations have been filed by NAWC with the Securities and Exchange Commission in respect of the proposed issuance of securities pursuant to the Public Utility Holding Company Act of 1935 and, thus, there is no Exhibit viii.
 - ix. A copy of the resolutions of the Board of Directors of NAWC authorizing the proposed issuance of the security.
 - x. A copy of the Note substantially in the form in which it is to be executed along with the underlying mortgages.

- xi. A statement showing in journal entry form all charges and credits to be made on the books of account of NAWC as a result of the proposed issuance of the Note.
16. FNB's commitment will expire unless closed by June 29, 2025. Accordingly, NAWC respectfully requests that the Commission register this securities certificate no later than its presently scheduled public meeting of **June 18, 2025**.

WHEREFORE, Newtown Artesian Water Company requests that the Pennsylvania Public Utility Commission register this Securities Certificate pursuant to Chapter 19 of the Public Utility Code.

Respectfully submitted,

/s/ THOMAS J. WALSH III, Esq.

By: _____

Thomas J. Walsh III, Esq.
Email: twalsh@twalshlaw.com
*Attorney for Newtown Artesian
Water Company*

Dated: June 3, 2025

VERIFICATION

I, **Daniel J. Angove**, Chief Executive Officer and General Manager of Newtown Artesian Water Company, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. §4904 (relating to unsworn falsification to authorities).

Date: 6-3-25


Daniel J. Angove

Thomas J. Walsh III, Esquire
Attorney I.D. #73528
3655 Route 202, Suite 105
Doylestown, PA 18902
Email: twalsh@twalshlaw.com

Attorney and Officer for
Newtown Artesian
Water Company

CERTIFICATE OF SERVICE

I, Thomas J. Walsh III, Esq., attorney for and officer of Newtown Artesian Water Company, hereby certify that I am this 3rd day of June, 2025, serving copies of the **Securities Certificate of Newtown Artesian Water Company** and this Certificate of Service, on the following persons in the manner indicated:

By Electronic Mail:

Allison Kaster, Esq., Director
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Email: akaster@pa.gov

By Electronic Mail:

Darryl A. Lawrence
Acting Consumer Advocate
Attn: Resource Account
Email: ra-oca@paoca.org

By Electronic Mail:

NazAarah Sabree
Office of Small Business Advocate
Attn: Resource Account
Email: ra-sba@pa.gov

By Electronic Mail:

Paul Diskin, Director
Bureau of Technical Utility Services
Pennsylvania Public Utility Commission
Email: pdiskin@pa.gov

I understand that the statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 (relating to unsworn falsification to authorities).

/S/ THOMAS J. WALSH III, Esq.

By: _____

Thomas J. Walsh III, Esquire
Newtown Artesian Water Company
Email: twalsh@twalshlaw.com

Attachment A

**Commitment Letter
From The First National Bank and
Trust Company of Newtown
dated April 29, 2025**

THE *First*™ NATIONAL BANK
& TRUST CO. OF NEWTOWN

40 South State Street ■ Newtown, PA 18940-1953 ■ 215.860.9100 ■ www.fnbn.com

April 29, 2025

Newtown Artesian Water Company
201 N. Lincoln Ave.
Newtown, PA 18940

Dear Thomas and Warren:

We are pleased to inform you that The First National Bank and Trust Company of Newtown (the “Lender”) has approved the following credit accommodation under the terms and subject to the conditions outlined below.

BORROWER: Newtown Artesian Water Company

LOAN TYPE: Business Installment Note

AMOUNT: \$6,000,000.00

TERM: 240 months, beginning with a 12-month Advance Period followed by a 228-month Amortization

USE OF PROCEEDS: Capital Expenditures

ADVANCE PERIOD: For the first 12 months, funds may be advanced from the Note up to the committed amount of \$6,000,000.00.

PAYMENTS: During the Advance Period, monthly interest will be due based on the outstanding principal balance. Beginning in the 13 month and for the next 226 months, an estimated monthly principal and interest payment of \$47,634.99 will be due. One final payment of all unpaid principal and interest will be due and payable at maturity.

INTEREST RATE: The interest rate will be fixed for the term of the Note at 6.99%.

DEFAULT RATE: If there is an event of default under the Note, the Lender may, in their discretion, increase the interest rate on the Note to 3.00% above the current note rate or the maximum interest rate the Lender is permitted to charge by law, whichever is less.

CALCULATION OF INTEREST: Interest shall be calculated for the actual number of days the principal is outstanding, based on a year of three hundred sixty-five (365) days.

PREPAYMENT PENALTY: Prepayment of the principal balance may be made in whole or in part at any time without penalty.

FEES:

Recording Fees – 490 Linton Hill Rd.:	\$403.75
Recording Fees – 251 Frost Lane:	\$403.75
Recording Fees – N. Lincoln Ave.:	\$403.75
Recording Fees – Municipal Drive:	\$403.75
UCC Recording Fees:	\$1,048.00
Flood Determination/Monitoring Fee:	\$48.00

The Borrower will be responsible for payment of all other fees and charges to all other parties at the time of settlement, including, but not limited to, recording fees.

COLLATERAL: The following collateral will be required as security for the payment of all indebtedness arising under this commitment.

REAL PROPERTY: The Lender will secure a second-place lien mortgage recorded on real estate situated at 490 Linton Hill Road, Newtown PA 18940, TMP #28-010-057 in the amount of \$6,000,000.00, behind the Lender's first lien mortgage in the amount of \$5,723,212.06.

REAL PROPERTY: The Lender will secure a second-place lien mortgage recorded on real estate situated at 251 Frost Lane, Newtown PA 18940, TMP #29-010-070 in the amount of \$6,000,000.00, behind the Lender's first lien mortgage in the amount of \$5,723,212.06

REAL PROPERTY: The Lender will secure a second-place lien mortgage recorded on real estate situated at North Lincoln Avenue, Newtown PA 18940, TMP #28-002-269 in the amount of \$6,000,000.00, behind the Lender's first lien mortgage in the amount of \$5,723,212.06

REAL PROPERTY: The Lender will secure a second-place lien mortgage recorded on real estate situated at Municipal Drive, Newtown PA 18940, TMP #29-003-018-003 in the amount of \$6,000,000.00, behind the Lender's first lien mortgage in the amount of \$5,723,212.06

UCC COLLATERAL: A security interest perfected under the Uniform Commercial Code is required on all the Borrower's assets, included present and future accounts, instruments, documents, chattel paper, contract rights, general intangibles, investment property, financial assets, inventory, machinery, equipment including, but not limited to, furniture, fixtures, office equipment, motor vehicles and other tangible personal property, accessions, and any products and proceeds of the foregoing. UCC(s) filed at the time of settlement will be re-recorded every five (5) years through the term of this loan, or at such other time or times as necessary to maintain the Lender's security interest. The cost of preparing and re-recording the UCC(s) will be billed to the Borrower or deducted from the Borrower's account every fifth year or as otherwise incurred. Satisfaction fee for the UCC(s) will be due at the payoff of the loan.

LEASES: The loan documents shall contain a provision subordination and assigning to the Bank all present leases, renewals, or any new leases associated with the collateralize properties. The Bank's rights under the assignment shall be exercisable in the event of a default.

CROSS-DEFAULTED: This loan will be cross-defaulted with all existing, present, and future loans to the Borrower from the Lender.

FLOOD INSURANCE: Under the National Flood Insurance Reform Act of 1994, if the subject property is located in a "Special Flood Hazard Area" as determined by the Secretary of Housing and Urban Development, the Borrower shall be required to present, at settlement, a flood insurance policy with coverage equal to the amount of all mortgage loans on the property. If the required amount of insurance is not available through the National Flood Insurance Program, then additional insurance may be purchased from a private insurer. If flood insurance is required, a flood insurance policy must be ordered 30 days prior to closing, and the paid policy must be provided at the time of the closing. A binder for flood insurance is not acceptable as proof of coverage. In addition, if flood insurance is required, federal law requires that the Bank escrow for the flood insurance premium if an escrow account is already established. Furthermore, if at some future date the flood hazard areas should be revised to include the property, the Borrower will be notified by this Lender that a mandatory flood insurance policy be issued at that time.

ENVIRONMENTAL REPORT: An Environmental Questionnaire must be completed and returned with this commitment. Additional reports may be required by the Lender if the Lender deems it necessary.

REPORTING: All financial information shall be in a form acceptable to the Lender. The following financial information will be required.

ANNUAL AUDITED FINANCIAL STATEMENTS: Annual Audited Financial Statements with all accompanying notes for Newtown Artesian Water Company will be

required on an annual basis with 90 days after the calendar or fiscal year end, whichever is applicable.

REQUESTED FINANCIAL INFORMATION: The Borrower will provide the Lender within 30 days any other information about the Borrower's operations, financial affairs and conditions that may be requested by the Lender throughout the life of the loan.

COVENANT(S): Loan covenants are subject to the customary terms and conditions in the Bank's Loan Agreement, including, but not limited to:

MINIMUM DEBT COVERAGE RATIO: The Borrower agrees to maintain a minimum debt coverage ratio (DCR) of 1.0, measured annually beginning December 31, 2025. The DCR will be measured as net income, plus interest expense, plus depreciation and all other non-cash expenses, minus distributions, divided by fixed annual principal and interest payments.

SATISFACTORY FINANCIAL CONDITION: The Borrower shall maintain, in the judgment of the Lender, a satisfactory financial condition and shall notify the Lender promptly in writing of any adverse changes in its financial condition, operation or collateral as presented in the last submitted financial statement. This would include the establishment of credit with another institution.

DEPOSIT RELATIONSHIP: An active deposit account relationship is to be maintained with the Lender during the term of the loan. This would include the Borrower's major business deposit account.

SUBORDINATION OF DEBT: All principal amounts owed by the Borrower to any entity or individual will be subordinated to the Lender as evidenced by the execution of a Subordination Agreement in a form acceptable to the Lender. The Borrower may make only regularly scheduled interest payments provided there is no event of default.

NONPLEDGE OF REAL ESTATE: The Borrower will not mortgage, encumber, pledge, or lien the property located at 490 Linton Hill Road, Newtown PA 18940, TMP #28-010-057 without the advance written consent of the Lender.

NONPLEDGE OF REAL ESTATE: The Borrower will not mortgage, encumber, pledge, or lien the property located at 251 Frost Lane, Newtown PA 18940, TMP #29-010-070 without the advance written consent of the Lender.

NONPLEDGE OF REAL ESTATE: The Borrower will not mortgage, encumber, pledge, or lien the property located at North Lincoln Avenue, Newtown PA 18940, TMP #28-002-269 without the advance written consent of the Lender.

NONPLEDGE OF REAL ESTATE: The Borrower will not mortgage, encumber, pledge, or lien the property located at Municipal Drive, Newtown PA 18940, TMP #29-013-018-003 without the advance written consent of the Lender.

ORGANIZATIONAL DOCUMENTATION: The Borrower shall provide organizational documents and any amendments thereto (may include, but not limited to, articles of incorporation, by-laws, shareholders' agreement, certificate of formation, operating agreement, good standing certifications or the equivalent) as well as resolutions from all borrowing entities, all of which must be acceptable to the Lender, at least five days prior to closing.

BORROWER IDENTIFICATION: The Borrower shall provide all information and documentation necessary for identification under Section 326 of the USA Patriot Act at least five days prior to closing.

DOCUMENTATION: A note will be executed by the Borrower, and the loan is to be secured by a second mortgage lien on the subject property. The Lender's commitment to make this loan is conditioned upon the Borrower's execution of all appropriate documentation deemed acceptable by the Lender and its legal counsel, including a Cross Default and a Confession of Judgment Clause.

EXPENSES: The Borrower shall pay all out-of-pocket costs and expenses incurred by the Lender in connection with the proposed financing to the Borrower. This shall include, but is not limited to, appraisal costs, environmental assessment costs, attorney's fees, searches, recording and filing fees, and other costs related to the loan. These fees will be paid by the Borrower as a condition to closing and whether or not the transaction contemplated herein is closed.

GOVERNING LAW: This commitment shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

LATE CHARGE: If a payment is made more than 15 days after it is due, a late charge of 10.00% of the late amount will be imposed. If any payment (check or automatic funds transfer) is returned unpaid, the Borrower will be assessed a service charge fee of \$35.00 per occurrence.

CONTINUED AVAILABILITY: The continued availability of this credit is contingent upon the maintenance of a satisfactory financial condition, as determined by the Lender at its sole discretion, and is granted with the understanding that the Borrower will promptly advise the Lender in writing of any circumstances that might materially affect the Borrower's financial condition. This would include the establishment of credit with another financial institution.

EXPIRATION: Unless this loan is closed by June 29, 2025 this commitment will automatically expire and may be extended only upon written agreement from the Lender. The interest rate stated for this loan would then be subject to change to coincide with prevailing interest rates.

OPTION TO CANCEL: The Lender reserves the right to withdraw this commitment prior to the closing date if adverse information is brought to its attention regarding (1) the collateral to be pledged for this loan, (2) any material change in the business, finances, or prospects of the Borrower, or (3) any material disruption or general adverse developments in the financial markets.

COMMITMENT SURVIVES CLOSING: The commitment shall survive the closing of the loan, and all of the obligations and undertakings of the Borrower shall be continuing and remain in full force and effect until such time as all of the obligations of the Borrower set forth in the documents evidencing the loan have been fully completed and discharged and the loan has been paid and satisfied in full.

NO THIRD-PARTY BENEFICIARIES: This letter is intended for the Borrower's use alone, and no one else is entitled to rely upon, or derive legal rights from, this letter. This commitment may not be assigned nor may any of its terms be waived, modified, or in any way changed unless specifically agreed to in writing by the Lender to the Borrower.

OTHER: The Borrowers will obtain the lender's written consent before organizing, merging into, or consolidation with an entity; acquiring all or substantially all of the assets of another, or materially changing legal structure, management, ownership, or financial condition. In the event of a sale, change of control, or transfer of the liened property, as well as a late payment or other default, as specified in the loan documents, the entire unpaid balance of principal and accrued interest shall become immediately due and payable, at the option of the Bank.

We appreciate the opportunity to make this commitment available to you. If you have any questions or wish to arrange for the signing of the loan papers, please call me at 215.860.9100.

Sincerely,



Constance M. Furman
Executive Vice President
Senior Lending Officer
NMLS ID #816192

ACKNOWLEDGMENT:

By signing immediately below, within 10 business days of receiving this commitment, you acknowledge that you received a copy of, read, and understood the terms of this commitment.

BORROWERS:

NEWTOWN ARTESIAN WATER COMPANY

By: Thomas Walsh 5/14/2025
Thomas J. Walsh, Vice President Date

By: Warren V. Dallas 5/14/2025
Warren V. Dallas, Treasurer Date

**The Newtown Artesian Water Company
Parent Company
Balance Sheet
End of Apr 2025**

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
13102-1000 - FNB Newtown Artesian Checking	\$173,407.95
Total Bank	\$173,407.95
Accounts Receivable	
14100-1000 - Customer Accounts Receivable	\$259,050.73
14200-1000 - Other Accounts Receivable	\$15,993.90
Total Accounts Receivable	\$275,044.63
Other Current Asset	
10500-1001 - Annual DSIC Costs	\$637.87
10500-1152 - Arcadia Green	\$9,873.77
10500-1161 - Wawa Main Extension	\$1,532.25
10500-1163 - Newtown A.O.P. Main Extension	\$335,462.41
10500-1165 - Stone Farm Main Extension Agreement	\$146.43
10500-1167 - 867 Langhorne-Newtown Rd - Main Extension	\$109,411.84
10500-1175 - Lead Service Replacement Plan	\$5,463.67
10500-1176 - Meter Replacements	\$3,879.98
10500-1177 - New Meter Installs	(\$128.59)
10500-1183 - Office Exterior Painting Project	\$33,745.00
10500-1189 - W. Centre Ave Main Replacement	\$5,946.84
10500-1191 - PFAS Treatment	\$813,441.16
10500-1193 - Lead Service Line Replacements	\$7,815.52
10500-1198 - Lead Service Inventory	\$8,227.41
10500-2011 - 103 S State St - New Service	\$88,270.54
10500-2013 - Office Fence Replacement	\$29,490.00
10500-2014 - Durham Rd Pump #4 Replacement	\$502.29
10500-2016 - VFD replacements and electrical upgrades for Wells 4 & 5	\$3,351.50
10500-2018 - High Service #4 Pump and Motor Replacement	\$44,199.74
10500-2019 - Lower Dolington Rd 12" Main Replacement	\$27,315.27
10500-2020 - Freedom Dr - Generator Floor Replacement	\$5,779.46
10500-2021 - Well 5 Pump and Motor Replacement	\$5,630.00
10500-2022 - 291 Stoopville Rd - New Service	\$310.88
10500-2023 - 70 Twining Bridge Rd - New Service	\$883.84
10500-2024 - 809 Linton Hill Rd - New Service	\$70.88
10500-2026 - 413 Durham Rd - Field Stone MEA	\$70.87
13300 - Cash Held For Construction	(\$22,370.59)
13300-1147 - Court & State	(\$37,941.86)
13300-1152 - Arcadia Green	(\$5,729.43)
13300-1163 - Newtown A.O.P. Main Extension	(\$277,267.05)
13300-1167 - 867 Langhorne Newtown Rd	(\$29,806.29)
13300-2011 - 103 S. State - New Service	(\$31,296.48)
13500-1000 - FNB Trust Account	\$79,544.43
13500-2000 - FNB Trust Account - Escrow	\$1,672,164.40
15100-1000 - Plant Material & Supplies/Inventory	\$957,171.19
16200-1000 - Prepaid Taxes	\$22,662.00
16201-1000 - Prepaid Insurance	\$116,453.94
16203-1000 - Prepayments Other	\$61,755.14
16206-3000 - Newtown Twp - Permits	\$600.00
17300-1000 - Accrued Utility Revenues	\$908,367.54
Total Other Current Asset	\$4,955,637.77
Total Current Assets	\$5,404,090.35
Fixed Assets	
10100-1301 - Organization	\$18,611.50

10100-1302 - Franchises	\$25,677.66
10100-1303 - Land And Land Rights	\$1,247,949.89
10100-1304 - Structures & Improvements	\$2,323,565.91
10100-1307 - Wells And Springs	\$503,896.97
10100-1310 - Power Generation Equipment	\$350,481.72
10100-1311 - Pumping Equipment	\$2,689,652.15
10100-1320 - Water Treat Equipment	\$475,035.75
10100-1330 - Distribution Reservoirs & Standpipe	\$4,605,655.59
10100-1331 - Transmission & Distribution Mains	\$28,914,174.50
10100-1333 - Services	\$5,854,494.63
10100-1334 - Meters & Meter Installations	\$3,576,146.58
10100-1335 - Hydrants	\$2,773,746.10
10100-1336 - Backflow Prevention Devices	\$85,794.34
10100-1337 - Other Fire Protection Equipment	\$639,168.26
10100-1338 - Safety Equipment	\$20,024.28
10100-1340 - Office Furniture & Equipment	\$567,842.71
10100-1341 - Transportation Equipment	\$593,896.29
10100-1343 - Tools, Shop & Garage Equipment	\$267,888.06
10100-1346 - Communication Equipment	\$77,621.50
10801-1000 - Accumulated Depreciation Utility	(\$15,558,763.33)
Total Fixed Assets	\$40,052,561.06
Other Assets	
18300-1006 - Gis Map Up	\$693.13
18601-1000 - Federal No Operating Loss Carry Over	\$399,381.00
18612-3000 - Rate Case 24	\$298,442.44
Total Other Assets	\$698,516.57
Total ASSETS	\$46,155,167.98
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
23100-0000 - Accounts Payable	\$344,429.72
23109-1000 - Developers	\$13,307.04
Total Accounts Payable	\$357,736.76
Other Current Liability	
23400-1000 - FNB Line of Credit Acct 110020757	\$937,943.85
23501-1000 - Customer Overpayments	\$27,588.90
23502-1000 - Customer Refunds	\$1,332.97
23612-1000 - Federal Income Tax	(\$66,000.00)
23613-1000 - PA Corporate Income Tax	(\$904.00)
23615-1000 - PURTA	(\$505,848.83)
23616-1000 - Accrued PUC Assessment	(\$8,418.04)
23630-1000 - YE 401K Accrual	\$16,666.68
24100-0000 - Misc Current & Acc Liability	\$50,843.72
24102-1000 - Meter Rental Deposits	\$6,950.00
24106-1000 - Unused Vac.	\$17,401.93
Total Other Current Liability	\$477,557.18
Total Current Liabilities	\$835,293.94
Long Term Liabilities	
22401-1000 - FNB Loan 9049	\$5,694,430.58
25200-1147 - Court & State Main Extension Agreement	\$5,282.06
25200-1151 - 301 Edgeboro Dr. - Closed OSB	\$16,092.30
25200-1152 - Arcadia Green	\$376,239.07
25200-1161 - Wawa Main Extension	\$124,356.40
25200-1163 - Newtown A.O.P Main Extension Agreement	\$1,152,433.15
25200-1165 - Stone Farm Main Extension Agreement	\$368,100.16
25200-1167 - 867 Langhorne Newtown Rd - Main Extension	\$139,140.29
25200-2011 - 103 S. State - New Service	\$31,296.48
25200-2106 - Jericho Estates - closed OSB	\$25,952.00
25302-1000 - Excess Deprc.	\$3,705,328.24
25304-1000 - Tra 86 Deprc.	\$930,542.91
27100-1000 - Contributions In Aid Construction	\$27,768,986.21
27101-1000 - Con In Aid Con - Taxes On Contribt.	\$142,220.42
27200-1000 - Acc Amort - Contr In Aid Of Const.	(\$3,277,653.79)

Total Long Term Liabilities	\$37,202,746.48
Equity	
20100-1000 - Common Stock Issued	\$227,500.00
20700-1000 - Premium On Capital Stock	\$49,863.75
21100-1000 - Other Paid-In Capital (Cap Surplus)	\$409,157.91
21100-2000 - Capital Surplus	\$535.44
21103-1000 - Other Pd In Cap. (Misc Db Surplus)	\$1,500.00
21500-0000 - Unappropriated Retained Earnings	\$5,482,543.53
21500-1000 - Unappropriated Ret. Earns. Div Pd.	(\$1,668,685.00)
21600-1000 - Reacquired Capital Stock	(\$45,654.36)
Retained Earnings	\$3,645,289.30
Net Income	\$15,076.99
Total Equity	\$8,117,127.56
Total Liabilities & Equity	\$46,155,167.98

Exhibit (ii)

**Income Account for
12 month period ending
April 30, 2025**

**The Newtown Artesian Water Company
Parent Company
Income Statement
From May 2024 to Apr 2025**

Financial Row	Amount
Ordinary Income/Expense	
Income	
46101-1000 - Residential Customers	\$4,370,730.22
46102-1000 - Commerical Customers	\$1,070,132.77
46103-1000 - Industrial Customers	\$556,350.99
46104-1000 - Public Schools	\$261,290.17
46106-1000 - Yard Hydrant	\$33,831.26
46201-1000 - Public Fire Protection	\$265,459.01
46202-1000 - Private Fire Protection	\$270,298.61
47000-1000 - Forfeited Discounts	\$10,092.13
47200-1000 - Water Property Verizon	\$59,650.50
47201-1000 - Licom	\$3,729.36
47202-1000 - Water Property House	\$15,203.07
47204-1000 - Water Property Tmobile	\$41,113.47
Total - Income	\$6,957,881.56
Cost Of Sales	
60101-1000 - S&W : Source Supply Operations	\$0.00
60102-1000 - S&W : Source Supply Maintenance	\$1,369.37
60103-1000 - S&W : Water Treat.Exp Operation	\$71,280.96
60104-1000 - S&W : Water Treat.Exp Mait.	\$28,606.42
60105-1000 - S&W : Trans & Dist Exp-Oper	\$172,759.97
60106-1000 - S&W : Trans & Dist Exp - Maint	\$75,323.95
61001-1000 - COGS : Pur Water-Source Supply - Operation	\$1,898,490.38
61501-1000 - COGS : Pur Power-Source Supply -Operation	\$76,155.93
61503-1000 - COGS : Pur Power-Water Treatment - Operation	\$20,978.64
61505-1000 - COGS : Pur Power-Trans & Dist. - Operation	\$9,838.12
61507-1000 - COGS : Pur Power - Customer Accounts Exp.	\$2,577.17
61508-1000 - COGS : Pur Power - Barn	\$0.00
61511-1000 - COGS : Storage Tanks	\$50.00
61803-1000 - COGS : Chemicals-Water Treat. Exp-Supplies	\$53,360.72
62000-0000 - COGS : Material & Supplies	\$648.15
62002-1000 - COGS : Mat & Supplies Source Supply Maint	\$7,677.65
62004-1000 - COGS : Mat & Supplies Water Treat Exp Mait	\$22,277.66
62005-1000 - COGS : Mat & Supplies T & D Exp Opr Train	\$0.00
62006-1000 - COGS : Mat & Supplies Trans Dist Exp Maint	\$94,302.53
62010-1000 - COGS : Mat & Supplies Power & Pump Maint	\$11,880.90
64206-1000 - COGS : Bridge Rents - Trans & Dist Maint	\$0.00
Total - Cost Of Sales	\$2,547,578.52
Gross Profit	\$4,410,303.04
Expense	
60001-0000 - Salaries & Wages	\$89.41
60107-1000 - S&W Customers Accounts Exp.	\$162,196.92
60108-1000 - S&W Admin & General Expense	\$594,721.50
60110-1000 - S&W Power & Pump Maint	\$23,971.78
60308-1000 - S&W Officers - Directors Quarterly Salary	\$16,065.00
60408-1000 - Employee Pensions&Ben-Adm & Gen Exp	\$64,851.46
60508-1000 - Vac, Sick Time, Holidays	\$194,769.36
60608-1000 - Employee Welfare Expense	\$207,993.12
62007-1000 - Mat & Supplies Customer Accts Exp.	\$42,165.39
62008-1000 - Mat & Supplies Admin & Gen Exp.	\$58,658.52
63100-0000 - Contractual Services	\$8,881.01
63108-1000 - Engineering	\$20,628.31
63208-1000 - Accounting	\$67,536.09

63308-1000 - Legal	\$88,000.00
63408-1000 - Manage Fees	\$30,527.10
63508-1000 - Contract Services Other	\$75,897.91
63604-1000 - CS Testing	\$39,903.40
63708-1000 - Amort. Rate Case, Refin & Merger	\$34,181.52
65008-1000 - Transportation Exp - Admin & Gen	\$44,205.66
65108-1000 - S&W Truck Maintenance	\$22.24
65608-1000 - Insurance - Vehicle	\$23,880.68
65708-1000 - Insurance - General Liability	\$100,184.68
65808-1000 - Insurance - Workman's Compensation	\$15,786.00
65908-1000 - Insurance - Other	\$25,181.67
66801-1000 - Water Res& Conserv Exp Source/Sup	\$0.00
67000-1000 - Bad Debt Expense	\$0.00
67500-0000 - Miscellaneous Expenses	\$752.00
67501-1000 - Membership Dues	\$1,515.99
67502-1000 - Registration Fees	\$12,247.78
67503-1000 - Misc. Exp - Source Supply-Dep Fees	\$44,145.01
67505-1000 - Shareholder Expenses	\$409.10
67506-1000 - Office Exp & Utilities	\$145,424.55
67507-1000 - Uniforms	\$6,025.93
67508-1000 - Director's Fees	\$228,374.54
67510-1000 - Subscriptions	\$6,903.43
67511-1000 - Abandoned Projects	\$0.00
67512-1000 - Travel	\$6,448.44
Total - Expense	\$2,392,545.50
Net Ordinary Income	\$2,017,757.54
Other Income and Expenses	
Other Income	
41500-1000 - Revenues Merch., Jobbing & Con Work	\$59,708.07
41600-1000 - Costs & Exp Of Merch., Job & Con Wk	(\$1,230.08)
41900-0000 - Other Income	\$0.00
41901-1000 - Int & Div Income - Interest	\$20,322.35
42100-1000 - Nonutility Income	\$75,791.87
42101-1000 - Sale Of Scrap Iron	\$1,250.00
Total - Other Income	\$155,842.21
Other Expense	
40300-1000 - Depreciation Expense	\$833,793.48
40810-1000 - Utility Reg	\$415,692.55
40811-2000 - Property Taxes	\$4,634.72
40812-1000 - Payroll Tax Expense	\$115,286.34
40814-3000 - Taxes Other Than Income	(\$26,195.00)
40910-1000 - Deferred Taxes On Income	\$149,582.00
42600-1000 - Expense (Donations)	\$600.00
42601-1000 - Expense (House Exp)	\$0.00
42701-1000 - Interest Line of Credit FNB 110020757	\$12,047.96
42703-3000 - Long-Term Debt Interest 9049	\$268,424.27
42704-1000 - Long-Term Debt Interest FNB 8484479	\$0.00
42705-3000 - Expense - Other	\$9,243.31
Total - Other Expense	\$1,783,109.63
Net Other Income	(\$1,627,267.42)
Net Income	\$390,490.12

Exhibit (iii)

Plant Accounts Appearing On Balance Sheet as of April 30, 2025

The Newtown Artesian Water Company
Balance Sheet
4/30/2025

Fixed Assets

10100-1301 - Organization	\$18,611.50
10100-1302 - Franchises	\$25,677.66
10100-1303 - Land And Land Rights	\$1,247,949.89
10100-1304 - Structures & Improvements	\$2,323,565.91
10100-1307 - Wells And Springs	\$503,896.97
10100-1310 - Power Generation Equipment	\$350,481.72
10100-1311 - Pumping Equipment	\$2,689,652.15
10100-1320 - Water Treat Equipment	\$475,035.75
10100-1330 - Distribution Reservoirs & Standpipe	\$4,605,655.59
10100-1331 - Transmission & Distribution Mains	\$28,914,174.50
10100-1333 - Services	\$5,854,494.63
10100-1334 - Meters & Meter Installations	\$3,576,146.58
10100-1335 - Hydrants	\$2,773,746.10
10100-1336 - Backflow Prevention Devices	\$85,794.34
10100-1337 - Other Fire Protection Equipment	\$639,168.26
10100-1338 - Safety Equipment	\$20,024.28
10100-1340 - Office Furniture & Equipment	\$567,842.71
10100-1341 - Transportation Equipment	\$593,896.29
10100-1343 - Tools, Shop & Garage Equipment	\$267,888.06
10100-1346 - Communication Equipment	\$77,621.50
10801-1000 - Accumulated Depreciation Utility	(\$15,558,763.33)
Total Fixed Assets	\$40,052,561.06

Exhibit (iv)

**Securities of Other
Corporations Owned by
Newtown Artesian Water Company**

NONE

Exhibit (v)

Statement of Funded Long Term Debt Outstanding on April 30, 2025

(Company Name)

224. LONG-TERM DEBT - Account Nos. 221.0, 222.0, and 224.0
(Excluding Advances from Affiliated Companies)

1. Give below the particulars indicated of the long-term debt at end of year represented by unmatured obligations issued or assumed by the respondent, exclusive of advances from affiliated companies.
2. Group entries according to accounts and show the total for each account.
3. For obligations assumed by the respondent show in Column (a) the name of the issuing company and the class and series of such obligations.
4. For Receivers' Certificates show the name of the court and date of court order under which such certificates were issued.
5. If respondent has pledged any of its long-term debt securities give particulars in a footnote, including name of the pledge and purpose of pledge.
6. If interest expense was incurred during the year on any obligations retired or reacquired before end of year, include such interest expense in Column (g).
7. If interest has matured but is unpaid on any obligation, state in a footnote the class, series and principal amount of such obligation and the amount of interest matured thereon.

Line No.	Class and Series of Obligations (a)	Nominal Date of Issue (b)	Date of Maturity (c)	Principal Amount Authorized (d)	Outstanding Per Balance Sheet* (e)	Interest For Year		Held By Respondent	
						Rate (f)	Amount (g)	As Reacquired. Lg.-Term Debt (h)	In Sinking & Other Funds (i)
1	Obligations Other Than PENNVEST	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
2	MORTGAGE - 1ST NATIONAL BANK	JUNE 27, 2022	MAY 25, 2037	6,750,000	5,811,736	4.5625	273,015.74		
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18	Total Obligations Other Than PENNVEST			6,750,000	5,811,736		273,016		
19	PENNVEST Obligations	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									
36									
37	Total PENNVEST Obligations								
38	TOTAL OBLIGATIONS			6,750,000	5,811,736		273,016		

* Total amount outstanding without reduction for amount held by respondent.

Exhibit (vi)

Statement of Outstanding Capital Stock as of April 30, 2025

Newtown Artesian Water Company
Status of Capital Stock
April 30, 2025

<u>Type of Stock</u>	<u>Number of Shares</u>	<u>Par Value Per Share</u>	<u>Amount</u>	<u>Shares Held in Treasury</u>
Common	9,100	\$25	\$227,500	60

Exhibit (ix)

Resolution of Board of Directors Authorizing the Proposed Issuance of the Security

NEWTOWN ARTESIAN WATER COMPANY, INC.

---000O000---

**RESOLUTIONS OF THE
BOARD OF DIRECTORS**

MAY 28, 2025

---000O000---

The Board of Directors (the “Board”) of **NEWTOWN ARTESIAN WATER COMPANY**, a Pennsylvania corporation (the “Company”), does hereby take and adopt the following resolutions:

WHEREAS, the Company wishes to obtain funds for the purposes of financing numerous capital projects to which the Company is committed, including without limited to its PFOS and PFAS treatment plant, by securing a new loan in the amount of SIX MILLION and 00/100 Dollars (\$6,000,000.00) (the “Loan”) with The First National Bank and Trust Company of Newtown, a banking institution duly organized and validly existing under the laws of the United States of America (the “Bank”); and

WHEREAS, the Board received a commitment letter dated April 29, 2025, (the “Commitment Letter”) from the Bank setting forth the terms and conditions of the Loan. On May 14, 2025, Thomas J. Walsh III, Esq., Vice President, and Warren V. Dallas, Treasurer, on behalf of the Company and pursuant to Board authorization, acknowledged, approved and accepted the terms of the Loan by countersigning the Commitment Letter and delivering such counter-signed Commitment Letter to the Bank; and

WHEREAS, the Board believes it is in the best interests of the Company to enter into all documents (collectively the “Loan Documents”) related to the Loan with the Bank, pursuant to the terms of which the Company will borrow the Loan from Bank and agree to repay Bank according to the terms of the Commitment Letter and the Loan Documents, and offer collateral to Bank as security for repayment of the Loan as set forth in the Loan Documents.

NOW, THEREFORE, BE IT RESOLVED, that the Company enter into the Loan Documents with Bank and perform all of its obligations in accordance with the provisions of the Loan Documents between Company and Bank;

BE IT RESOLVED, that the actions of Thomas J. Walsh III, Esq., Vice President, and Warren V. Dallas, Treasurer, acknowledging, approving and accepting the Loan and the Commitment Letter are ratified and confirmed as actions of the Company;

BE IT RESOLVED, that Thomas J. Walsh III, Esq., Vice President, and Warren V. Dallas, Treasurer, are authorized and directed to proceed with obtaining the Loan on behalf of the Company from the Bank, and to take such actions, including entering into the Loan Documents, as they may deem advisable in connection therewith;

BE IT RESOLVED, that Thomas J. Walsh III, Esq., Vice President, and Warren V. Dallas, Treasurer, are authorized and directed, to proceed with negotiations with the Bank regarding its requirements, if any, for collateral for the Loan, and to take all such actions as they may deem advisable in connection with obtaining and carrying out the Loan;

BE IT RESOLVED, that in connection with the Loan, the proper officers of the Company be, and each of them is hereby, authorized and directed on behalf of the Company, to prepare, execute and file with the Pennsylvania Public Utility Commission a Securities Certificate (including such exhibits and affidavits in connection therewith) for the Loan as any such officer, with the advice of counsel, shall deem necessary or advisable; and

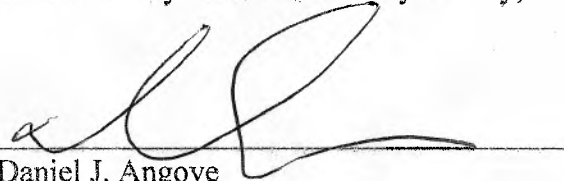
BE IT RESOLVED, that the proper officers of the Company be, and each of them is hereby, authorized and empowered to execute and deliver the Loan Documents and all other such documents or instruments deemed necessary, appropriate or desirable by such officers or any of them for the implementation of the of the foregoing transactions, such documents or instruments to be in such form and to contain such terms as such officers or any of them shall, in his, her or their sole discretion, deem necessary, appropriate or desirable, any such determination to be

conclusively evidenced by the execution and delivery of any such document or instrument or the doing or performing of any such act or thing;

BE IT RESOLVED, that the actions authorized hereby are in accordance with and authorized by the Articles of Incorporation, as amended, and the By-Laws, as amended, of the Company;

AND BE IT FINALLY RESOLVED, that all actions of the Company, the Board and its officers taken in furtherance of or in connection with the foregoing Resolutions and the Loan are ratified and confirmed in all respects.

IN WITNESS WHEREOF I have hereunto set my hand this 28th day of May, 2025.

A handwritten signature in black ink, appearing to read 'D. Angove', is written over a horizontal line.

Daniel J. Angove
Secretary and Chief Executive Officer
Newtown Artesian Water Company, Inc.

Exhibit (x)

Note and Underlying Mortgages

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
20221463738562571	NEWTOWN ARTESIAN WATER CO	600022	06/09/25	2516120
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$6,000,000.00	First Phase - Not Applicable Second Phase - Not Applicable	First Phase - 6.990% Second Phase - 6.990%	06/09/45	Commercial
Creditor Use Only				

PROMISSORY NOTE

(Commercial - Single Advance)

DATE AND PARTIES. The date of this Promissory Note (Note) is June 9, 2025. The parties and their addresses are:

LENDER:

THE FIRST NATIONAL BANK AND TRUST COMPANY OF NEWTOWN
40 S. State Street
Newtown, PA 18940-1953
Telephone: (215) 860-9100

BORROWER:

NEWTOWN ARTESIAN WATER CO
a Pennsylvania Corporation
201 N. LINCOLN AVE
NEWTOWN, PA 18940

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of **\$6,000,000.00 (Principal)** plus interest from June 9, 2025 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note during the first phase at the rate of **6.990 percent (Interest Rate)** until June 9, 2026. After that time, interest will accrue on the unpaid Principal balance during the second phase of the Loan at a rate of 6.990 percent.

- A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
- B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the Pennsylvania Banking Powers Law (Pa. Stat. Ann. title 7, § 301 et seq.).

D. Accrual. Interest accrues using an Actual/365 days counting method.

4. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than 15 days late, I will be charged 10.000 percent of the Amount of Payment or \$20.00, whichever is greater. I will pay this late charge promptly but only once for each late payment.

B. Returned Payment Charge. I agree to pay a fee not to exceed \$35.00 for each check, electronic payment, negotiable order of withdrawal or draft I issue in connection with the Loan that is returned because it has been dishonored.

5. PAYMENT. I agree to pay this Note on demand, but if no demand is made, I agree to pay this Note in 240 installment payments. During the first phase of the Loan I will make 12 payments of accrued interest beginning July 9, 2025, and then on the 9th day of each month thereafter, until June 9, 2026.

Then, I agree to make 228 installment payments during the second phase of the Loan. I will make 227 payments of \$47,636.19 beginning on July 9, 2026, and on the 9th day of each month thereafter. A single, final payment of the entire unpaid balance of Principal and interest will be due June 9, 2045.

Payments will be rounded up to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due, then to escrow that is due, then to principal that is due, and finally to late charges that are due. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

6. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

7. LOAN PURPOSE. The purpose of this Loan is to Fund Capital Expenditure Projects.

8. ADDITIONAL TERMS. In the event there is a default on this note and/or any other notes and/or mortgages, then all notes and mortgages held by The First National Bank and Trust Company of Newtown with the debtor, or any affiliates of which they are shareholders or partners, shall immediately become due and payable and subject to immediate collection action together with such remedies as provided for in said notes and mortgages.

Upon payoff of this note, the Lender shall release the collateral held and described in the Security section of this note. Any and all applicable third-party fees to release the described collateral will be paid by the Borrower at the time of payoff.

Specified in FNB's Commitment Letter dated April 29, 2025, as incorporated by reference.

9. SECURITY. The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document	Date of Security Document
Leases And Rents Assignment - Municipal Drive	NEWTOWN ARTESIAN WATER CO	June 9, 2025
Leases And Rents Assignment - North Lincoln Ave.	NEWTOWN ARTESIAN WATER CO	June 9, 2025
Leases And Rents Assignment - 490 Linton Hill Rd.	NEWTOWN ARTESIAN WATER CO	June 9, 2025
Leases And Rents Assignment - 251 Frost Lane	NEWTOWN ARTESIAN WATER CO	June 9, 2025
Security Agreement - NEWTOWN ARTESIAN WATER CO	NEWTOWN ARTESIAN WATER CO	June 9, 2025
Mortgage - 251 Frost Lane, Newtown, PA 18940	NEWTOWN ARTESIAN WATER CO	June 9, 2025
Mortgage - 490 Linton Rd., Newtown, PA 18940	NEWTOWN ARTESIAN WATER CO	June 9, 2025
Mortgage - North Lincoln Avenue, Newtown, PA 18940	NEWTOWN ARTESIAN WATER CO	June 9, 2025
Mortgage - Municipal Drive, Newtown, PA 18940	NEWTOWN ARTESIAN WATER CO	June 9, 2025

10. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

11. DEFAULT. I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

C. Business Termination. I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. New Organizations. Without your written consent, I organize, merge into, or consolidate with an entity; acquire all or substantially all of the assets of another; materially change the legal structure, management, ownership or financial condition; or effect or enter into a domestication, conversion or interest exchange.

E. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Note.

F. Other Documents. A default occurs under the terms of any other Loan Document.

G. Other Agreements. I am in default on any other debt or agreement I have with you.

H. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

I. Judgment. I fail to satisfy or appeal any judgment against me.

J. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

K. Name Change. I change my name or assume an additional name without notifying you before making such a change.

L. Property Transfer. I transfer all or a substantial part of my money or property.

M. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

N. Material Change. Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

O. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

12. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

13. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

14. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this

Note or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

16. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

17. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Note is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Note and the obligation evidenced by this Note are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

18. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.

A. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.

B. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

19. APPLICABLE LAW. This Note is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. Any provision that appoints you as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this Note, you do so for your sole benefit.

20. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my successors and assigns.

21. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

22. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

23. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I

will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

24. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

25. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

WARRANT OF AUTHORITY TO CONFESS JUDGMENT. UPON DEFAULT, IN ADDITION TO ALL OTHER REMEDIES AND RIGHTS AVAILABLE TO YOU, BY SIGNING BELOW I IRREVOCABLY AUTHORIZE THE PROTHONOTARY, CLERK, OR ANY ATTORNEY TO APPEAR IN ANY COURT OF RECORD HAVING JURISDICTION OVER THIS MATTER AND TO CONFESS JUDGMENT AGAINST ME AT ANY TIME WITHOUT STAY OF EXECUTION. I WAIVE NOTICE, SERVICE OF PROCESS, AND PROCESS. I AGREE AND UNDERSTAND THAT JUDGMENT MAY BE CONFESSED AGAINST ME FOR ANY UNPAID PRINCIPAL, ACCRUED INTEREST, AND ACCRUED CHARGES DUE ON THIS NOTE, PLUS COLLECTION COSTS AND REASONABLE ATTORNEYS' FEES UP TO 15 PERCENT OF THE JUDGMENT. THE EXERCISE OF THE POWER TO CONFESS JUDGMENT WILL NOT EXHAUST THIS WARRANT OF AUTHORITY TO CONFESS JUDGMENT AND MAY BE DONE AS OFTEN AS YOU ELECT. I FURTHER UNDERSTAND THAT MY PROPERTY MAY BE SEIZED WITHOUT PRIOR NOTICE TO SATISFY THE DEBT OWED. I KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVE ANY AND ALL CONSTITUTIONAL RIGHTS I HAVE TO PRE-DEPRIVATION NOTICE AND HEARING UNDER FEDERAL AND STATE LAWS AND FULLY UNDERSTAND THE CONSEQUENCES OF THIS WAIVER.

BY SIGNING IMMEDIATELY BELOW, I AGREE TO THE TERMS OF THE CONFESSION OF JUDGMENT SECTION AND I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000.

NEWTOWN ARTESIAN WATER CO

By _____ Date _____
THOMAS J WALSH, III, Vice President

By _____ Date _____
WARREN V DALLAS, Treasurer

26. SIGNATURES. By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

NEWTOWN ARTESIAN WATER CO

By _____ Date _____
THOMAS J WALSH, III, Vice President

By _____ Date _____
WARREN V DALLAS, Treasurer

LENDER:

The First National Bank and Trust Company of Newtown

By _____ Date _____
Ryan Luby, Assistant Vice President

Prepared By Loan Administration,
The First National Bank and Trust
Co. of Newtown, 40 S. State
Street, Newtown, PA 18940-1953,
215-860-9100

Return To Loan Administration, The
First National Bank and Trust Co. of
Newtown, 40 S. State Street,
Newtown, PA 18940-1953,
215-860-9100

Parcel Number 28-002-269

Premises: North Lincoln Ave.,
Newtown, PA, 18940

Space Above This Line For Recording Data

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is
June 9, 2025. The parties and their addresses are:

MORTGAGOR:
NEWTOWN ARTESIAN WATER CO
A Pennsylvania Corporation
201 N. LINCOLN AVE
NEWTOWN, PA 18940

NEWTOWN ARTESIAN WATER CO
Pennsylvania **Mortgage**

PA/4rluby@FN00000000003639050N

Wolters Kluwer Financial Services, Inc. ©1996, 2025
Bankers Systems™

Page 1

LENDER:

**THE FIRST NATIONAL BANK AND TRUST COMPANY OF
NEWTOWN**

Organized and existing under the laws of Pennsylvania
40 S. State Street
Newtown, PA 18940-1953

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

North Lincoln Avenue
Newtown, PA 18940
TMP#28-002-269
Newtown Borough

The property is located in Bucks County at North Lincoln Avenue, Newtown, Pennsylvania 18940.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security

Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated June 9, 2025, from Mortgagor to Lender, with a loan amount of \$6,000,000.00 and maturing on June 9, 2045.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A.** To make all payments when due and to perform or comply with all covenants.
- B.** To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C.** Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A.** A beneficial interest in Mortgagor is sold or transferred.
- B.** There is a change in either the identity or number of members of a partnership or similar entity.
- C.** There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used

any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's

inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the

Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to

Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

16. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner

provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or

interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such

pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold

Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose

the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges

and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

21. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

23. USE OF PROPERTY. Mortgagor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Mortgagor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Mortgagor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

24. OTHER TERMS. The following are applicable to this Security Instrument:

A. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

B. Additional Terms. Specified in FNB's Commitment Letter dated April 29, 2025, as incorporated by reference.

25. APPLICABLE LAW. This Security Instrument is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

26. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor severally or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

28. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

29. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

NEWTOWN ARTESIAN WATER CO

By _____

Date _____

THOMAS J WALSH, III, Vice President

By _____

Date _____

WARREN V DALLAS, Treasurer

ACKNOWLEDGMENT.

_____ OF _____, _____ OF
_____ ss.

This record was acknowledged before me on _____ by THOMAS J WALSH, III and WARREN V DALLAS as Vice President and Treasurer who represent that (he, she or they) are authorized to act on behalf of NEWTOWN ARTESIAN WATER CO a Pennsylvania corporation.

Notary Public

My commission expires:

It is hereby certified that the address of the Lender within named is: 40 S. State Street, Newtown, Pennsylvania 18940-1953.

The First National Bank and Trust
Company of Newtown

By:

Ryan Luby, Assistant Vice President

Prepared By Loan Administration,
The First National Bank and Trust
Co. of Newtown, 40 S. State
Street, Newtown, PA 18940-1953,
215-860-9100

Return To Loan Administration, The
First National Bank and Trust Co. of
Newtown, 40 S. State Street,
Newtown, PA 18940-1953,
215-860-9100

Parcel Number 29-010-070

Premises: 251 Frost Lane,
Newtown, PA, 18940

Space Above This Line For Recording Data

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is
June 9, 2025. The parties and their addresses are:

MORTGAGOR:

NEWTOWN ARTESIAN WATER CO
A Pennsylvania Corporation
201 N. LINCOLN AVE
NEWTOWN, PA 18940

NEWTOWN ARTESIAN WATER CO
Pennsylvania **Mortgage**

PA/4rluby@FN0000000003639050N

Wolters Kluwer Financial Services, Inc.®1996, 2025
Bankers Systems™

Page 1

LENDER:

**THE FIRST NATIONAL BANK AND TRUST COMPANY OF
NEWTOWN**

Organized and existing under the laws of Pennsylvania
40 S. State Street
Newtown, PA 18940-1953

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

251 Frost Lane
Newtown, PA 18940
TMP#29-010-070
Newtown Twp

The property is located in Bucks County at 251 Frost Lane, Newtown, Pennsylvania 18940.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security

Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated June 9, 2025, from Mortgagor to Lender, with a loan amount of \$6,000,000.00 and maturing on June 9, 2045.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A.** A beneficial interest in Mortgagor is sold or transferred.
- B.** There is a change in either the identity or number of members of a partnership or similar entity.
- C.** There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used

any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's

inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the

Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to

Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

16. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner

provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or

interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such

pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold

Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose

the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges

and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

21. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

23. USE OF PROPERTY. Mortgagor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Mortgagor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Mortgagor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

24. OTHER TERMS. The following are applicable to this Security Instrument:

A. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

B. Additional Terms. Specified in FNB's Commitment Letter dated April 29, 2025, as incorporated by reference.

25. APPLICABLE LAW. This Security Instrument is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

26. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor severally or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

28. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

29. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

NEWTOWN ARTESIAN WATER CO

By _____

Date _____

THOMAS J WALSH, III, Vice President

By _____

Date _____

WARREN V DALLAS, Treasurer

ACKNOWLEDGMENT.

_____ OF _____, _____ OF
_____ ss.

This record was acknowledged before me on _____ by
THOMAS J WALSH, III and WARREN V DALLAS as Vice President and
Treasurer who represent that (he, she or they) are authorized to act on
behalf of NEWTOWN ARTESIAN WATER CO a Pennsylvania corporation.

Notary Public

My commission expires:

It is hereby certified that the address of the Lender within named is: 40 S. State Street, Newtown, Pennsylvania 18940-1953.

The First National Bank and Trust
Company of Newtown

By:

Ryan Luby, Assistant Vice President

Prepared By Loan Administration,
The First National Bank and Trust
Co. of Newtown, 40 S. State
Street, Newtown, PA 18940-1953,
215-860-9100

Return To Loan Administration, The
First National Bank and Trust Co. of
Newtown, 40 S. State Street,
Newtown, PA 18940-1953,
215-860-9100

Parcel Number 29-003-018-003

Premises: Municipal Drive,
Newtown, PA, 18940

Space Above This Line For Recording Data

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is
June 9, 2025. The parties and their addresses are:

MORTGAGOR:

NEWTOWN ARTESIAN WATER CO
A Pennsylvania Corporation
201 N. LINCOLN AVE
NEWTOWN, PA 18940

NEWTOWN ARTESIAN WATER CO
Pennsylvania **Mortgage**

PA/4rluby@FN00000000003639050N

Wolters Kluwer Financial Services, Inc. ©1996, 2025
Bankers Systems™

Page 1

LENDER:

**THE FIRST NATIONAL BANK AND TRUST COMPANY OF
NEWTOWN**

Organized and existing under the laws of Pennsylvania
40 S. State Street
Newtown, PA 18940-1953

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

Municipal Drive
Newtown, PA 18940
TMP#29-003-018-003
Newtown Twp

The property is located in Bucks County at Municipal Drive, Newtown, Pennsylvania 18940.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security

Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated June 9, 2025, from Mortgagor to Lender, with a loan amount of \$6,000,000.00 and maturing on June 9, 2045.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A.** A beneficial interest in Mortgagor is sold or transferred.
- B.** There is a change in either the identity or number of members of a partnership or similar entity.
- C.** There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used

any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's

inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the

Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to

Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

16. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner

provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or

interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such

pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold

Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose

the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges

and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

21. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

23. USE OF PROPERTY. Mortgagor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Mortgagor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Mortgagor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

24. OTHER TERMS. The following are applicable to this Security Instrument:

A. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

B. Additional Terms. Specified in FNB's Commitment Letter dated April 29, 2025, as incorporated by reference.

25. APPLICABLE LAW. This Security Instrument is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

26. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor severally or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

28. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

29. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

NEWTOWN ARTESIAN WATER CO

By _____

Date _____

THOMAS J WALSH, III, Vice President

By _____

Date _____

WARREN V DALLAS, Treasurer

ACKNOWLEDGMENT.

_____ OF _____, _____ OF
_____ ss.

This record was acknowledged before me on _____ by THOMAS J WALSH, III and WARREN V DALLAS as Vice President and Treasurer who represent that (he, she or they) are authorized to act on behalf of NEWTOWN ARTESIAN WATER CO a Pennsylvania corporation.

Notary Public

My commission expires:

It is hereby certified that the address of the Lender within named is: 40 S. State Street, Newtown, Pennsylvania 18940-1953.

The First National Bank and Trust
Company of Newtown

By:

Ryan Luby, Assistant Vice President

Prepared By Loan Administration,
The First National Bank and Trust
Co. of Newtown, 40 S. State
Street, Newtown, PA 18940-1953,
215-860-9100

Return To Loan Administration, The
First National Bank and Trust Co. of
Newtown, 40 S. State Street,
Newtown, PA 18940-1953,
215-860-9100

Parcel Number 29-003-018-003

Premises: Municipal Drive,
Newtown, PA, 18940

Space Above This Line For Recording Data

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is
June 9, 2025. The parties and their addresses are:

MORTGAGOR:

NEWTOWN ARTESIAN WATER CO
A Pennsylvania Corporation
201 N. LINCOLN AVE
NEWTOWN, PA 18940

NEWTOWN ARTESIAN WATER CO
Pennsylvania **Mortgage**

PA/4rluby@FN00000000003639050N

Wolters Kluwer Financial Services, Inc. ©1996, 2025
Bankers Systems™

Page 1

LENDER:

**THE FIRST NATIONAL BANK AND TRUST COMPANY OF
NEWTOWN**

Organized and existing under the laws of Pennsylvania
40 S. State Street
Newtown, PA 18940-1953

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

Municipal Drive
Newtown, PA 18940
TMP#29-003-018-003
Newtown Twp

The property is located in Bucks County at Municipal Drive, Newtown, Pennsylvania 18940.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security

Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated June 9, 2025, from Mortgagor to Lender, with a loan amount of \$6,000,000.00 and maturing on June 9, 2045.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A.** A beneficial interest in Mortgagor is sold or transferred.
- B.** There is a change in either the identity or number of members of a partnership or similar entity.
- C.** There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

11. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used

any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's

inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the

Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to

Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

16. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner

provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or

interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such

pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold

Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose

the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges

and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

21. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

23. USE OF PROPERTY. Mortgagor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Mortgagor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Mortgagor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

24. OTHER TERMS. The following are applicable to this Security Instrument:

A. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

B. Additional Terms. Specified in FNB's Commitment Letter dated April 29, 2025, as incorporated by reference.

25. APPLICABLE LAW. This Security Instrument is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

26. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor severally or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

28. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

29. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

NEWTOWN ARTESIAN WATER CO

By _____

Date _____

THOMAS J WALSH, III, Vice President

By _____

Date _____

WARREN V DALLAS, Treasurer

ACKNOWLEDGMENT.

_____ OF _____, _____ OF
_____ ss.

This record was acknowledged before me on _____ by THOMAS J WALSH, III and WARREN V DALLAS as Vice President and Treasurer who represent that (he, she or they) are authorized to act on behalf of NEWTOWN ARTESIAN WATER CO a Pennsylvania corporation.

Notary Public

My commission expires:

It is hereby certified that the address of the Lender within named is: 40 S. State Street, Newtown, Pennsylvania 18940-1953.

The First National Bank and Trust
Company of Newtown

By:

Ryan Luby, Assistant Vice President

Exhibit (xi)

Journal Entry Statement of Charges and Credits as a result Of Issuance of the Note

**NEWTOWN ARTESIAN WATER
COMPANY**

Journal Entry to record \$6,000,000 Promissory Note

First National Bank and Trust Company of Newtown

Projected to June 29, 2025

	Debit	Credit
Cash	\$4,750,000	
Short-Term Line of Credit	\$1,250,000	
Long-Term Debt – First National Bank		\$6,000,000